Board of Finance

Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Join from PC, Mac, iPad, or Android:

https://zoom.us/j/99528313589

Phone one-tap:

+13052241968, 99528313589# US

Join via audio:

+1 305 224 1968 US

Webinar ID: 995 2831 3589

International numbers available: https://zoom.us/u/arLe3fybY

****CCTV link: https://www.youtube.com/playlist?list=PLljLFn4BZd2PwCge7lNoKug676jIf_iUA ****

1. Agenda

Subject	**1.1. Motion to adopt agenda**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda as amended as follows: add to the consent agenda item 3.6. ONE Cleanup/Cleanout Proposal (per Mayor Mulvaney-Stanak per Councilor Neubieser)

2. Public Forum

Subject	**2.1. Verbal Comments**

Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Public Forum
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3. Consent Agenda

Subject	**3.1. Motion to adopt the consent agenda (as amended) and take the actions indicated**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda (as amended) and take the actions indicated
Subject	**3.2. April 27, 2026 Board of Finance Meeting Minutes - C/T**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	**3.3. Construction Contract for 2026 Water Distribution Improvements - DPW/Water Resources**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)

Recommended Action	to approve and recommend that the City Council authorize the Director of Public works to execute a $1,326,385.00 contract with S.D. Ireland Brothers Corporation, subject to review and approval as to form of the City Attorney's office, with authorization for contingency funding of an additional $265,277.00 for the construction of 2026 Water Distribution Improvements
Subject	**3.4. Request to Accept and Execute a Federal Aviation Administration (FAA) for the Residential Sound Insulation Program (RSIP) Phase 6 Grant and a Contract Agreement with Jones Payne Group, Inc. (JPG) for the completion of this RSIP Phase 6 project - Airport**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Patrick Leahy Burlington International Airport
Type	Action (Consent)
Recommended Action	1. To approve and recommend that the City Council authorize the Director of Aviation to execute a contract agreement with Jones Payne Group, Inc. for up to $1,344,245.00 with a 15% contingency, as allowed by the grant, for an amount up to 1,545,882.00 for the program management and engineering services for the Residential Sound Insulation Program Phase 6, subject to review and approval of the City Attorney's Office. 2. To approve and recommend that the City Council authorize the Director of Aviation to execute a grant agreement with the Federal Aviation Administration to accept an amount of up to $1,222,871.00 with a 15% contingency, as allowed by the grant, for an amount up to 1,406,302.00 for the program management and engineering services for the Residential Sound Insulation Program Phase 6, subject to review and approval of the City Attorney's Office. 3. To approve and recommend that the City Council authorize the Director of Aviation to take such further actions, and to execute such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby.
Subject	**3.5. Request to Execute a Federal Aviation Administration (FAA) grant for the Cargo Apron Construction project and execute a Contract with Hoyle Tanner and Associates (HTA) and execute a Contract with S.D. Ireland Concrete Corporation (SDI) - AIrport**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Patrick Leahy Burlington International Airport
Type	Action (Consent)
Recommended Action	1. To approve and recommend the City Council to authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount of up to $3,925,260 with a 15% contingency, as allowed by the grant, for an amount up to $4,514,049 for the Cargo Apron Construction project, subject to review and approval of the City Attorney's Office. 2. To approve and recommend the City Council to authorize the Director of Aviation to execute a contract agreement with Hoyle Tanner and Associates (HTA) for up to $422,400 with a 15% contingency, as allowed by the grant, for an amount up to $485,760 for the construction

	administration and resident project representative (RPR) services, subject to review and approval of the City Attorney's Office. 3. To approve and recommend the City Council to authorize the Director of Aviation to execute a contract agreement with S.D. Ireland Concrete Construction Corporation (SDI) for up to $3,927,000 with a 15% contingency, as allowed by the grant, for an amount up to $4,516,050 for the construction services, subject to review and approval of the City Attorney's Office.
Subject	**3.6. ONE Cleanup/Cleanout Proposal - Gene Bergman/Laura Sanchez-Parkinson/Melo Grant**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council the use of $6,500 from the FY26 City Council Initiative Fund to support the O.N.E. Clean Up event

4. Deliberative Agenda

Subject	**4.1. Response to Letter from Christine Hughes, Director of Richard Kemp Center and Funding Recommendation - REIB**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Racial Equity, Inclusion, & Belonging (REIB)
Type	Action
Recommended Action	move to approve and authorize Kelli Perkins, Director of the REIB Office to designate funds in an amount not to exceed $50,000.00 of the REIB budget for dispersal to the Richard Kemp Center, $25,000.00 of which will be dispersed in fiscal year 2027 and another $25,000.00 in fiscal year 2028 subject to final review and approval of the Chief Administrative Officer as well as the Office of the City Attorney
Subject	**4.2. Water Resources Metering Services Personnel Reorganization - DPW - Water Resources**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department - Water Resources
Type	Action
Recommended Action	1. To recommend that the City Council approve the: ☐ Reclassificationof the Water Meter Field Technician, a Regular, Full-time, Non-

	Exempt, AFSCME, Grade 15 position to the tiered Water Meter Field Technician In Training/I/II as follows: o Water Meter Field Technician In Training, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14, the first of three tiers for this position; and, o Water Meter Field Technician I, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15, the second of three tiers for this position; and, o Water Meter Field Technician II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, the third of three tiers for this position. ☐ Reclassification and retitling of one Meter to Cash Analyst I/II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16/17 position to the tiered Water Meter Field Technician In Training/I/II as follows: o Water Meter Field Technician In Training, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14, the first of three tiers for this position; and, o Water Meter Field Technician I, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15, the second of three tiers for this position; and, o Water Meter Field Technician II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, the third of three tiers for this position. ☐ Reclassification and retitling of the Water Meter Working Foreperson, a Regular, Full-time, NonExempt, AFSCME, Grade 16 position to the Metering Operations Lead, a Regular, Full-time, NonExempt, AFSCME, Grade 19 position
Subject	**4.3. Reclassification and Retitling an Assistant City Attorney - Director of General Government & Transactional Services to Assistant City Attorney - City Attorney's Office**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	City Attorney
Type	Action
Recommended Action	to approve the reclassification and retitling from Assistant City Attorney – Director of General Government & Transactional Services, Regular, Full-time, Exempt, Non-Union, Grade 26, to Assistant City Attorney, Regular, Full-time, Exempt, Non-Union, Grade 24
Subject	**4.4. AEMT Average Final Compensation for Non-Union Command Staff - Fire**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Fire Department
Type	Action
Recommended Action	approve and recommend that the City Council authorize the inclusion of the 4% AEMT incentive for nonunion Fire Department employees as pensionable compensation for AFC purposes, such that the percentage of employee wages to be contributed to BERS as set annually by the City Council annual budget appropriation resolution will be understood to be of base wages plus the AEMT incentive for such non-union employees, with required employee and employer retirement contributions

5. Budget Review

Subject	**5.1. Retirement**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Budget Review
Department	Department of Finance and Administration

Type	Information Presentation

Subject	**5.2. Liability Insurance and Workers' Compensation**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Budget Review
Department	Department of Finance and Administration
Type	Information Presentation

Subject	**5.3. Health and Dental Insurance**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Budget Review
Department	Department of Finance and Administration
Type	Information Presentation

6. Adjournment

Subject	**6.1. Motion to adjourn**
Meeting	May 11, 2026 - Board of Finance Meeting - Monday, May 11, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	6. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

BURLINGTON BOARD OF FINANCE
BUSHOR CONFERENCE ROOM, 149 CHURCH STREET, 1ST FLOOR
MINUTES OF MEETING
April 27, 2026

1. Agenda

1. Agenda

Mayor Mulvaney-Stanak convened the meeting at 5:04 pm.
Members present: Mayor Mulvaney-Stanak, CAO Schad, Councilors Carpenter, Barlow and City Council President Traverse (all in person); Councilor Neubieser (online)

Subject	**1.1. Motion to adopt agenda**
Meeting	April 27, 2026 - Board of Finance Meeting - Monday, April 27, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

1.1. Motion to adopt agenda
Motion made by Councilor Barlow, seconded by Councilor Carpenter, to adopt the agenda as presented. Motion passed unanimously.

2. Public Forum

2. Public Forum

Subject	**2.1. Verbal Comments**
Meeting	April 27, 2026 - Board of Finance Meeting - Monday, April 27, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Public Forum
Department	Council and Board
Type	Action Procedural

Recommended Action	open Public Forum close Public Forum

2.1. Verbal Comments
Andrea Vietz: Heineberg Senior Center needs "a little bit more" this year. $38,000-500 people being served by them-
Sharon Bushor: PPT very clear as a resident, tax impact (add utility fees - water, BED): FY23-FY27

3. Consent Agenda

3. Consent Agenda

Subject	**3.1. Motion to adopt the consent agenda and take the actions indicated**
Meeting	April 27, 2026 - Board of Finance Meeting - Monday, April 27, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated

3.1. Motion to adopt the consent agenda and take the actions indicated
Motion made by Councilor Carpenter, seconded by City Council President Traverse, to adopt the consent agenda and take the actions indicated. Motion passed unanimously.

Subject	**3.2. April 13, 2026 Board of Finance Meeting Minutes - CT**
Meeting	April 27, 2026 - Board of Finance Meeting - Monday, April 27, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes

3.2. April 13, 2026 Board of Finance Meeting Minutes - CT

4. Deliberative Agenda

4. Deliberative Agenda

Subject	**4.1. Reclassification Request - Small Business Support Specialist, Grade 15 to Grade 18 - CEDO**
Meeting	April 27, 2026 - Board of Finance Meeting - Monday, April 27, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category	4. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	to approve and recommend the City Council approve and authorize the reclassification and retitling of the Small Business Support Specialist, a Regular, Full-time, Non-Exempt, Union, Grade 15 position to Economic Development Specialist, a Regular, Full-time, Non-Exempt, Union, Grade 18 position

4.1. Reclassification Request - Small Business Support Specialist, Grade 15 to Grade 18 - CEDO
Motion made by Councilor Carpenter, seconded by Councilor Barlow, to approve the motion as presented. Motion passed unanimously.

Subject	**4.2. Purchase of Vehicle-Installed Camera for Parking Enforcement - DPW - Technical Services Engineering Division**
Meeting	April 27, 2026 - Board of Finance Meeting - Monday, April 27, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve, and recommend the City Council authorize, the purchase of a vehicle mounted camera technology from AIMS Parking, for a total cost of $54,508, and to authorize the Director of Public Works to take such further actions, and to execute such documents approved as to form by the City Attorney's Office, as may be necessary or convenient to effectuate the transactions contemplated hereby

4.2. Purchase of Vehicle-Installed Camera for Parking Enforcement - DPW - Technical Services Engineering Division
Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the motion as presented. Motion passed 4:0. Councilor Neubieser expressed opposition and would have voted NO if he had voted.

5. FY27 General Fund Budget Overview - CAO/Mayor

5. FY27 General Fund Budget Overview - CAO/Mayor

Subject	**5.1. FY27 General Fund Budget Overview - CAO/Mayor**
Meeting	April 27, 2026 - Board of Finance Meeting - Monday, April 27, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. FY27 General Fund Budget Overview - CAO/Mayor
Department	Department of Finance and Administration
Type	Discussion Information Presentation

5.1. FY27 General Fund Budget Overview - CAO/Mayor
Mayor Mulvaney-Stanak and CAO Schad spoke to this agenda item.

6. Adjournment

6. Adjournment

Subject	**6.1. Motion to adjourn**
Meeting	April 27, 2026 - Board of Finance Meeting - Monday, April 27, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	6. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

6.1. Motion to adjourn
Mayor Mulvaney-Stanak adjourned the meeting at 6:03 pm.

To: Board of Finance / City Council

From: Mary Bourque, PE DPW Water Resources Engineer
Martin Lee, PE DPW Water Resources Engineering Manager

Cc: Chapin Spencer, DPW Director
Megan Moir, Division Director Water Resources

Date: May 11, 2026 Board of Finance
May 18, 2026 City Council

Subject: Construction Contract for 2026 Water Distribution Improvements

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REQUEST

The Department of Public Works ("DPW") and its Water Resources Division (WRD) seeks authorization to execute a contract with S.D. Ireland Brothers Corporation in the amount up to $1,326,385.00 with authorization for contingency funding of an additional $265,277.00 for the construction of the 2026 Water Distribution Improvements project and to designate the Mayor and appropriate City staff to execute associated documents.

BACKGROUND:

This section of the memo is an updated version of the same section that was presented in the City Council memo for the 2026 Water Distribution Improvements project on December 1, 2025, where the Council authorized a State Revolving Fund Step III loan for the project:

https://burlingtonvt.portal.civicclerk.com/event/8235/files/attachment/11878

Project Summary

The 2026 Water Distribution Improvements project includes approximately 2,500 feet of pipe replacement (open dig construction) in the following locations:

- Pine Street from Home Avenue south to the Champlain Parkway project limits
- Summit Street between Main Street and Maple Street
- Bennington Court

Each of these streets have experienced multiple water main breaks. This break history, in addition to our other asset management data, risk calculation, and coordination with paving has generated this 2026 workplan.

The Contractor, Project Inspector, and Water Resources Staff will all work to communicate with

adequate prior notice to any affected property owners and residents before any planned water outages occur as a result of the work. Additionally, H-Stake signs to notify the public of water work will be places on each street at least 2 weeks before work, and a variable message board will be placed at Summit Street and Pine Street one week prior to work to warn drivers of work start date and potential delays. WRD's goal is to minimize impacts both to water customers and the traveling public.

Bennington Court water main construction must be completed by July 31, 2026 to accommodate the DPW Technical Services paving program, and Pine Street and Summit Street water mains must be constructed within 270 days and can potentially be completed later (Spring 2027) with a winter work hiatus. The project schedule will be finalized after the contractor has a signed agreement. It was previously anticipated the portion of Pine Street that has water main replacement would receive full width paving as part of the same contract, however, DPW's Technical Services team decided not to include the work this year and the scope was removed prior to bidding. Permanent patch pavement repair will be utilized over all trenches in the Right of Way.

WRD has designed this project to use open dig water main replacement vs. water main relining primarily due to the fact that with recent cost increases in the relining methodology, there is less cost savings in the relining methodology over wholesale replacement and replacement with plastic (C-900) pipe is anticipated to yield a higher life span (100 vs. 50 years). WRD will still use relining where appropriate such as in areas where the subsurface is congested with significant utility conflicts and no pipe upsizing is needed.

The water main replacement work will be funded from the 2025 voter approved WATER bond Sustainable Infrastructure Plan. There is $7,250,000 programmed for water main renewal work. The scope of work detailed in this memo would be the first draw on the voter approved WATER bond for water main renewal work. More information about the Sustainable Infrastructure Plan is here:

https://www.burlingtonvt.gov/885/2025-Bonds

CONSTRUCTION CONTRACTOR PROCUREMENT:

An Invitation for Bid was drafted, approved by the Attorney's Office, and advertised per the City's procurement policy. We received the following bids:

Contractor	Base Bid
S.D. Ireland Brothers Corporation	$1,326,385.00
Dirt Tech Company, LLC	$1,730,750.00

The Base Bid value includes a bid alternate of $30,000 (included in award recommendation) which extends the water main replacement at Summit Street into the Main Street intersection to replace additional aged valves and water mains.

WRD engineering staff reviewed the lowest bid and has provided an award recommendation per State guidelines (Attached). The engineer's opinion of cost for this project was $1,487,393.00.

It is staff's recommendation to award a contract to S.D. Ireland Brothers Corporation for a value of $1,326,385.00, as well as to authorize contingency funding of an additional $265,277.00 (20%) for a total of $1,591,662.00. The base bid, contingency value, and engineering services falls below the previously authorized total construction loan amount of $1,808,000 (see table on next page).

PROJECT COST AND LOAN SUMMARY:

The following summary table outlines the costs that comprise the total DWSRF Loan amounts including the contract with S.D. Ireland Brothers Corporation with an additional 20% contingency.

2026 Water Distribution Improvements Project

Item	Estimated Costs	Loan Type
Step III: Resident Engineering Consultant already approved (Dubois & King, Inc.)	$175,811.00	**Step III Loan Construction Costs: TOTAL NTE $1,767,473.00**
Step III: Construction Cost with 20% Contingency (S.D. Ireland Brothers Corporation)	$1,591,662.00	

The annual debt service, which starts the fiscal year after the completion of construction, is estimated to be $78,918[1] a year, not including the benefit of any potential construction subsidy. The 5-year Water Resources Rate Plan presented as part of the 2025 LAKE and WATER bonds included this borrowing and the estimated rate increases needed for repayment of this project starting as early as FY27.

ATTACHMENTS:

- Attachment A: Award Recommendation

MOTIONS:

The Department of Public Works' Water Resources Division respectfully requests that the Board of Finance and City Council approve the following motions:

Board of Finance Actions:

1. "To approve and recommend that the City Council authorize the Director of Public works to execute a $1,326,385.00 contract with S.D. Ireland Brothers Corporation, subject to review and approval as to form of the City Attorney's office, with authorization for contingency funding of an additional $265,277.00 for the construction of 2026 Water Distribution Improvements."

[1] Using most recent DWSRF issuance borrowing terms of 2% administrative fee, 0% interest, payable over 30 years.

City Council Actions:

2. “To authorize the Public Works Director to execute a $1,326,385.00 contract with S.D. Ireland Brothers Corporation, subject to review and approval as to form by the City Attorney’s Office, with authorization for contingency funding of an additional $265,277.00 for the construction of 2026 Water Distribution Improvements.”

Thank you for your consideration of this request.

CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

WATER RESOURCES DIVISION
235 PENNY LANE
BURLINGTON, VT 05401
802.863.4501 P
WWW.BURLINGTONVT.GOV/DPW

CHAPIN SPENCER
PUBLIC WORKS DEPARTMENT DIRECTOR

MEGAN MOIR
WATER RESOURCES DIVISION DIRECTOR

May 5, 2026

Mr. Winn Wilson
Agency of Natural Resources
Department of Environmental Conservatism
Water Investment Division
National Life Building Davis 3
1 National Life Drive
Montpelier, VT 05620-3510

RE: Notice of Intent to Award Contract
City of Burlington
2026 Water Resources Water Distribution System Improvements

Dear Winn:
The City of Burlington intends to award the above referenced project to S.D. Ireland Brothers Corporation, for the contract amount of $1,326,385.00, which includes the Base Bid and Bid Alternate 1. Recommendation to award is based on the following attachments:

1. Bidder's information:
    a. Refer to attached bid (Attachment A)
    b. Refer to attached bid bond (Attachment B)
    c. Refer to attached supplemental bid information (Attachment C)
2. Project Cost Information:
    a. Refer to attached bid tabulation (Attachment D)
    b. Refer to attached Total Project Cost Summary with Funding Sources (Attachment E)
    c. Total recommended contract award is $1,326,385.00
3. Experience:
    a. The supplemental bid information includes past projects and contact information for references
    b. Project references are attached. Following is a summary of project references contacted:
        i. Reference Project: Great Streets Main Street Reconstruction, Burlington, VT
            1. Project Contact: Laura Wheelock, City Engineer, City of Burlington
            2. Project Description: Installation of approximately 4,775 LF of water main and appurtenances, including a temporary water system.
        ii. Reference Project: Iroquois Avenue Waterline & Roadway Replacement
            1. Project Contact: Jeffrey Kershner, President, Donald Hamlin Consulting Engineers, Inc.

Non-Discrimination
The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact Human Resources Department at (802) 540-2505.

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

2. Project Description: Installation of approximately 1,200 LF of water main and appurtenances, 1000 tons of bituminous concrete pavement, set 1,800 LF granite curbing and restoration.

iii. Reference Project: Colchester HES NH 5600(14) – Contract 1

1. Project Contact: Chris Lavalette, Resident Engineer, State of Vermont Agency of Transportation
2. Project Description: Installation of approximately 1,500 LF of transmission water main.

c. General Observations

i. The S.D. Ireland Brothers project team has a good track record in Burlington and other regional communities for installing water main and surface restoration. The project team has good experience managing sub-contractors, but the project team does not plan to use sub-contractors for this project.

ii. City staff reviewed the S.D. Ireland Brothers Safety Record provided and have identified the following:

1. The Experience Modification Rate (EMR) has remained better than average for the last three full calendar years with a rate less than 1.0 (with a high of 0.98 in 2024).
2. The Total Recordable Frequency Rate (TRFR) for the last three calendar years has been decreasing, approaching the average of 3.0 in 2025 with a rate of 3.88.
3. There were no OSHA violations in the last three calendar years. The last OSHA violations occurred in 2022 with two citations during a planned inspection which were immediately corrected.
4. Safety will be a critical discussion point at all project meetings and the City's Safety Manager will be engaged throughout the project.

4. Bid Bond/Insurance
   a. S.D. Ireland Brothers has Swiss Re Corporate Solutions America Insurance Corporation as a surety and the surety is listed on the Federal Register of certified companies licensed to do work in Vermont.
5. Financial Data
   a. The Business Bank, 30 Kimball Avenue, Suite 201, South Burlington, VT 05403
6. Proof of Advertisement for Bid
   a. Refer to attached proof of advertisement (Attachment G)
7. Proof of DBE compliance
   a. Refer to attached DBE Information (Attachment H)

If you have any questions or need additional information, please feel free to contact us.

Sincerely,

Mary Bourque, PE
Water Resources Engineer

Attachments:
Attachment A - Bid
Attachment B - Bid Bond
Attachment C - Supplemental Bid Information
Attachment D - Bid Tabulation
Attachment E - Total Project Cost Summary
Attachment F - Project References
Attachment G - Proof of Advertisement
Attachment H – DBE Information

Attachment A

SECTION 00410

BID FORM

Water Resources Distribution Rehabilitation – Multiple Streets

EJCDC® C-410, Bid Form for Construction Contracts.
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ARTICLE 9 – Bid Submittal 7

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted **electronically** to: **Mary Bourque, PE, Water Resources Engineer at: mbourque@burlingtonvt.gov.**

Hard copy bids are to be submitted to:

Mary Bourque, PE

53 Lavalley Lane, Burlington, VT 05401

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for **60 days** after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date
Addendum #1	4/7/26
Addendum # 2	4/14/26

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

E. **Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.**

F. **Disclosure of Lobbying Activities - In conformance with 45 CFR Part 604, the Bidder certifies, to the best of his or her knowledge and belief, that:**

1. **No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.**

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 or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.**

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

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

G. **Certification Regarding Debarment, Suspension, Ineligibility - The Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Bidder is unable to certify to any of the statements in this certification, the undersigned shall attach an explanation to this proposal.**

H. **Notice to Labor Unions or other Organizations of Workers (Non-Discrimination In Employment) - The Bidder hereby agrees to the following conditions:**

1. **It will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, paid for in whole or in part with funds obtained from the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts and**

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Federally assisted construction contracts by Sections 202 and 301 of Executive Order 11246, as amended.

2. It will assist and cooperate actively with the Environmental Protection Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with said contract provisions and with the rules, regulations, and relevant orders of the Secretary.

3. It will obtain and furnish to the Environmental Protection Agency and to the Secretary of Labor such information as they may require for the supervision of such compliance.

4. It will enforce the obligations of Contractors and Subcontractors under such provisions, rules, regulations and orders.

5. It will carry out sanctions and penalties for violations of such obligations imposed upon Contractors and Subcontractors by the Secretary of Labor or the Environmental Protection Agency.

6. It will refrain from entering any contract subject to this Order or extension or other modification of such a contract with a Contractor or Subcontractor debarred from Government contracts and Federally assisted construction contracts under Part II, Subpart D of this Order, and

7. In the event that he/she fails and refuses to comply with his undertakings, the Bidder agrees that the Environmental Protection Agency may cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, or guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11246, as amended, until satisfactory assurance of future compliance has been received from such Bidder, or may refer the case to the Department of Justice for appropriate legal proceedings.

I. Certification of Non-Segregated Facilities - The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

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ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. In case of any error by Bidder in calculating the extended price, Owner shall recalculate the extended price based upon the unit price provided, and the recalculated price will be used as the basis for comparison and award.

BID ITEM	ITEM DESCRIPTION	UNITS	BID QTY	UNIT PRICE	TOTAL PRICE
1	**2" Water Main**	LF	265	$ 95.00	$ 25,175.00
2	**6" Water Main**	LF	~~25~~ **50**	$ 425.00	$ 21,250.00
3	**8" Water Main**	LF	2086	$ 225.00	$ 469,350.00
4	**2" Gate Valve**	EA	2	$ 3,250.00	$ 6,500.00
5	**6" Gate Valve**	EA	2	$ 4,450.00	$ 8,900.00
6	**8" Gate Valve**	EA	7	$ 5,750.00	$ 40,250.00
7	**1" Water Services**	LF	441	$ 130.00	$ 57,330.00
8	**1.5" Water Services**	LF	35	$ 135.00	$ 4,725.00
9	**6" Water Services**	LF	44	$ 150.00	$ 6,600.00
10	**Curb Stop and Boxes**	EA	6	$ 1,750.00	$ 10,500.00
11	**Corporation Stops**	EA	30	$ 1,550.00	$ 46,500.00
12	**Ledge and Boulder Excavation**	CYD	25	$ 250.00	$ 6,250.00
13	**Unsuitable Material**	CYD	2130	$ 5.00	$ 10,650.00
14	**Permanent Patch Pavement Repair for Roads**	SY	2388	$ 70.00	$ 167,160.00
15	**Pavement Repair for Driveways**	SY	133	$ 115.00	$ 15,295.00
16	**Concrete curb replacement**	LF	265	$ 150.00	$ 39,750.00
17	**Concrete sidewalk replacement**	SY	28	$ 300.00	$ 8,400.00
18	**Rigid Trench Insulation**	LF	120	$ 15.00	$ 1,800.00
19.A	**Abandon Existing Water Line - Summit Street**	LS	1	$ 18,000.00	$ 18,000.00
19.B	**Abandon Existing Water Line - Pine Street**	LS	1	$ 32,000.00	$ 32,000.00
20.A	**Preparation of Site and Miscellaneous Work - Summit Street**	LS	1	$ 90,000.00	$ 90,000.00
20.B	**Preparation of Site and Miscellaneous Work - Pine Street**	LS	1	$ 160,000.00	$ 160,000.00

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20.C	**Preparation of Site and Miscellaneous Work - Bennington Court**	LS	1	$ 50,000.00	$ 50,000.00
Total of Base Bid					$ 1,296,385.00

BID ITEM	ITEM DESCRIPTION	UNITS	BID QTY	UNIT PRICE	TOTAL PRICE
BA1	**Main Street Intersection Work**	LS	1	$ 30,000.00	$ 30,000.00
Total of Bid Alternate					$ 30,000.00

The total of all Unit Price and Lump Sum Bid Items for the Base Bid and bid alternate shall be the basis of bid comparison for Contract Award.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ 1,326,385.00

One Million, Three Hundred Twenty Six Thousand, Three Hundred Eighty Five Dollars and Zero Cents

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Demonstration of positive contact with DBEs;

C. List of Proposed Subcontractors;

D. List of Proposed Suppliers;

E. List of Project References;

F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data;

H. Burlington Livable Wage Certification;

I. Burlington Outsourcing Certification;

J. Burlington Union Deterrence Certification; and

K. City of Burlington Pre-Qualification of Construction Contractors Application.

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ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 **By signing this BID, the BIDDER certifies that the BIDDER complies with the following Federal requirements:**

A. **45 CFR Part 604 – Disclosure of Lobbying Activities**

B. **Certification regarding Debarment, Suspension, and Ineligibility Statement**

C. **Notice to Labor Unions or other Organizations of Workers Certification of Non-Segregated Facilities**

D. **All laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements**

9.02 **I ☑ have, ☐ have not (check one), participated in a previous contract or subcontract subject to Executive Order No. 11246, as amended, (regarding equal employment opportunity) or a preceding similar Executive Order. See the following for Executive Order No. 11246: http://www.eeoc.gov/history/executive-order-no-11246**

9.03 **I ☑ have, ☐ have not (check one), previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.**

9.04 **Bidder understands that if Bidder has failed to file any compliance reports that have been required of them, Bidder is not eligible and will not be eligible to have their Bid considered or to enter into the proposed contract unless and until Bidder makes an arrangement regarding such reporting that is satisfactory to the Agency and the office where the reports are required to be filed.**

9.05 **Bidder understands and acknowledges that the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.**

S.D. Ireland Brothers Corporation CORPORATE SEAL 1995 VERMONT

BIDDER: *[Indicate correct name of bidding entity]*

S.D. Ireland Brothers Corporation

By:
[Signature] Scott D. Ireland

[Printed name] Scott D. Ireland, President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] Kerri Germain

[Printed name] Kerri Germain

EJCDC® C-410, Bid Form for Construction Contracts.
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Title: Contract Administrator

Submittal Date: 4/22/26

Address for giving notices:

S.D. Ireland Brothers Corporation

P.O. Box 2286 South Burlington, VT 05407

tchouinard@sdireland.com

Telephone Number: 802-863-6222

Contact Name and e-mail address: Tyson Chouinard

tchouinard@sdireland.com

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Attachment B

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
S.D. Ireland Brothers Corp.
193 Industrial Ave.
Williston, VT 05495

SURETY *(Name, and Address of Principal Place of Business)*:
Swiss Re Corporate Solutions America Insurance Corp.
1200 Main St., Suite 800, Kansas City, MO 64105

OWNER *(Name and Address)*:
City of Burlington Dept. of Public Works Water Resources
53 Lavalley Lane
Burlington, VT 05401

BID
Bid Due Date: 04/22/2026
Description *(Project Name— Include Location)*:
2026 Water Resources Water Distribution System

BOND
Bond Number: N/A
Date: 04/22/2026
Penal sum Five Percent of the Attached bid (Words) $ 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
S.D. Ireland Brothers Corp. (Seal)	Swiss Re Corporate Solutions America Insurance Corp. (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: SDIC	By:
Signature	Signature (Attach Power of Attorney)
Scott D. Ireland	Robin W. Faraone
Print Name	Print Name
President	Attorney-in-Fact
Title	Title
Attest: Kerri Germain	Attest: Samantha Derenzo
Signature	Signature
Title Kerri Germain, Contract Administrator	Title Samantha Derenzo, Surety Bond Administrator

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Attachment C

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

PAUL E. PLUNKETT, ROBIN W. FARAONE, RICHARD S. SMITH, PETER J. RICKER, MATTHEW J. CAMPBELL, T. IAN SUTHERLAND,

JOANNE VanDYK and SAMANTHA DERENZO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 20 25.

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 11th day of June, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26 2027

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of April, 20 2026.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

City of Burlington 2026 Water Resources Water District System Improvements

DBE Submittal Log

Subcontractor Name	Email Address	RFP Sent	Response
Four Season Traffic Control	fourseasonstrafficcontrolllc@gmail.com	4/14/2026	Quote Rec'd 4/15/26
New Form Supply	elibby@newformsupply.com	4/14/2026	

Kerri Germain

From: Sharon Gates <sgatesfstc@gmail.com>
Sent: Wednesday, April 15, 2026 11:51 AM
To: Kerri Germain
Subject: Re: City of Burlington 2026 Water Resources Water Distribution System Improvements
Attachments: 2026 Water Resources Water Distribution System Improvements - City of Burlington, VT - 2026 Rate Sheet.pdf; FourSeasonsTrafficControlCapabilityStatement (3).pdf

Please accept the attached rate sheet as our quote to provide traffic control as a subcontractor on this project.

Sharon Gates
Billing Manager/Quoting Specialist/Office Manager
Four Seasons Traffic Control LLC
615 VT-31 Poultney, VT 05764

Four Seasons Traffic Control LLC
Woman-Owned
Second Chance Company

On Tue, Apr 14, 2026 at 3:08 PM Heidi LaRouche <fourseasonstrafficcontrolllc@gmail.com> wrote:

Four Seasons Traffic Control LLC
615 VT-31 Poultney, VT 05764

Four Seasons Traffic Control LLC
Woman-Owned
Second Chance Company
Owners Heidi and Jeffrey LaRouche
802-417-6143
Four Seasons Traffic Control L.L.C

---------- Forwarded message ---------
From: **Kerri Germain** <Kerri@sdireland.com>
Date: Tue, Apr 14, 2026, 2:22 PM
Subject: City of Burlington 2026 Water Resources Water Distribution System Improvements
To: fourseasonstrafficcontrolllc@gmail.com <fourseasonstrafficcontrolllc@gmail.com>
Cc: Tyson Chouinard <tchouinard@sdireland.com>

Hello,

We are bidding on the City of Burlington 2026 Water Resources Water Distribution System Improvements project. Please use the following link to access the bid documents:
https://spaces.hightail.com/space/OWMw7ujF08

If you would like to bid on any portion of this project, please send us your quotes by Tuesday, April 21, 2026.

Please contact Tyson Chouinard at 802-305-8266 if you have any questions.

Thank you,

Kerri

Kerri L. Germain

Office Manager

SD Ireland COMPANIES

P.O. Box 2286

South Burlington, VT 05407

Ph: 802-863-6222 Ext. 292

Check us out online at www.sdireland.com

Kerri Germain

From: Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@sdireland.com>
To: fourseasonstrafficcontrolllc@gmail.com
Sent: Tuesday, April 14, 2026 2:23 PM
Subject: Relayed: City of Burlington 2026 Water Resources Water Distribution System Improvements

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

fourseasonstrafficcontrolllc@gmail.com (fourseasonstrafficcontrolllc@gmail.com)

Subject: City of Burlington 2026 Water Resources Water Distribution System Improvements



City of Burlington 2026 Water ...

Kerri Germain

From: Jaclyn Tremblay <jtremblay@newformsupply.com>
Sent: Tuesday, April 14, 2026 2:42 PM
To: Kerri Germain
Cc: Tyson Chouinard; Erica Libby; Michelle Schleck
Subject: RE: City of Burlington 2026 Water Resources Water Distribution System Improvements

Kerri,

Thank you for sending this over.
We will review the following documents and will reach out to Tyson with any questions.

Thank you again,

JACKIE TREMBLAY
Project Sales Manager
New Form Supply
90 Heritage Park Road, Suite 2
Bucksport ME 04416
www.newformsupply.com
JTremblay@NewFormSupply.com
203-671-4528

From: Kerri Germain <Kerri@SDIRELAND.COM>
Sent: Tuesday, April 14, 2026 2:25 PM
To: Jaclyn Tremblay <jtremblay@newformsupply.com>; Erica Libby <elibby@newformsupply.com>; Michelle Schleck <mschleck@newformsupply.com>
Cc: Tyson Chouinard <tchouinard@SDIRELAND.COM>
Subject: City of Burlington 2026 Water Resources Water Distribution System Improvements

Hello,
We are bidding on the City of Burlington 2026 Water Resources Water Distribution System Improvements project. Please use the following link to access the bid documents:
https://spaces.hightail.com/space/OWMw7ujF08
If you would like to bid on any portion of this project, please send us your quotes by Tuesday, April 21, 2026.
Please contact Tyson Chouinard at 802-305-8266 if you have any questions.
Thank you,
Kerri

Kerri L. Germain
Office Manager

SD Ireland COMPANIES
P.O. Box 2286
South Burlington, VT 05407
Ph: 802-863-6222 Ext. 292

Kerri Germain

From: postmaster@newformsupply.com
To: Michelle Schleck
Sent: Tuesday, April 14, 2026 2:26 PM
Subject: Delivered: City of Burlington 2026 Water Resources Water Distribution System Improvements

Your message has been delivered to the following recipients:

Michelle Schleck (mschleck@newformsupply.com)

Subject: City of Burlington 2026 Water Resources Water Distribution System Improvements



City of Burlington
2026 Water ...

Kerri Germain

From: postmaster@newformsupply.com
To: Erica Libby
Sent: Tuesday, April 14, 2026 2:26 PM
Subject: Delivered: City of Burlington 2026 Water Resources Water Distribution System Improvements

Your message has been delivered to the following recipients:

Erica Libby (elibby@newformsupply.com)

Subject: City of Burlington 2026 Water Resources Water Distribution System Improvements



City of Burlington
2026 Water ...

Kerri Germain

From: Michelle Schleck <mschleck@newformsupply.com>
To: Kerri Germain
Sent: Tuesday, April 14, 2026 2:28 PM
Subject: Read: City of Burlington 2026 Water Resources Water Distribution System Improvements

Your message

To: Michelle Schleck
Subject: City of Burlington 2026 Water Resources Water Distribution System Improvements
Sent: Tuesday, April 14, 2026 2:25:29 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Tuesday, April 14, 2026 2:27:58 PM (UTC-05:00) Eastern Time (US & Canada).

S.D. Ireland
Brothers Corporation
802-863-6222 • Fax: 802-860-1528
www.sdireland.com

City of Burlington Water Resources Distribution Rehabilitation
Multiple Streets
Bid Attachments

7.01 C: List of Proposed Subcontractors: None at this time.

7.01 D: List of Proposed Suppliers: E.J. Prescott and F.W. Webb

7.01 E: List of Project References:

Project Name: **Great Streets Main Street Reconstruction**

Owner: City of Burlington
Laura Wheelock
Phone: 802-338-2125 Email: lwheelock@burlingtonvt.gov

Description: A portion of this project included the installation of approximately in 2700 LF of 16" watermain, 1270 LF 10" watermain, 435 LF 8" watermain, 250 LF of 6" watermain and 120' 4" and installation of necessary fittings in Burlington, VT. SDI completed ahead of the new waterline construction, a temporary water system to feed all commercial buildings on Main Street. This line was a 10" HDPE line including hydrants and removed upon project completion.

Project Name: **Iroquois Avenue Waterline & Roadway Replacement**

Owner: City of Essex Junction
2 Lincoln Street Essex Junction, VT 0542

Jeffrey Kershner
Donald Hamlin Consulting Engineers, Inc.
Phone 802-878-3956, Email: jkershner@dlhce.com

Description: Installation of approximately 1200 LF of waterline, remove and replace hydrants, installation of fittings, place 1000 tons of bituminous concrete pavement, set 1800 LF granite curbing and topsoil and lawn restoration.

Project Name: **Colchester HES NH 5600(14) – Contract 1**

Owner: Vermont Agency of Transportation
Chris Lavalette, VTrans Resident Engineer
Phone 802-371-9797, Email: chris.lavalette@vermont.gov

Description:	A portion of this project included the installation of approximately 1,500 feet of 16" diameter water transmission main within the traveled way of Route 7 in Colchester, VT. Most of this work was completed during night operations and was bedded in rock subbase.

7.01 F: Evidence of authority to do business in the state of the project: See attached Secretary of State Registration.

7.01 G: Bidders Qualification Statement – See attached.

7.01 K: City of Burlington Pre-Qualification Application – Submitted on 4/15/26.

VERMONT
Business Services Division

Login Register

Record Information

Search > Business Search > Record Information

Back

Business Name
S. D. IRELAND BROTHERS CORPORATION

Record Type
Domestic Business Corporation

Election Type
N/A

Record Number
113167

Record Status
Active - In Good Standing

Principal Office (Street Address)
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Mailing Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Initial Filing Date
03/22/1995

Annual Report Information

Report Status
Due

Reporting Period Opens
01/01/2026

Fiscal Year End Month
December

Business Purpose (NAICS Codes)

237310-Highway, Street, and Bridge Construction

Registered Agent Information

Agent Name
KIMBERLY IRELAND

Agent Type
Individual

Status
Active

Resignation Date
None

Registered Office (Street Address)
193 INDUSTRIAL AVE, WILLISTON, VT, 05495, USA

Mailing Address
PO BOX 2286, S BURLINGTON, VT, 05407, USA

Principal Information (8)

Name
STEPHEN D IRELAND

Capacity
Director

Physical Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Mailing Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Name
STEPHEN D IRELAND

Capacity
Vice President

Physical Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Mailing Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Name
SCOTT D IRELAND

Capacity
President

Physical Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Mailing Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Name

Capacity

SOPHIE IRELAND

Physical Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Mailing Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Capacity
Treasurer

Name
SCOTT D IRELAND

Physical Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Mailing Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Capacity
Director

Name
SOPHIE IRELAND

Physical Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Mailing Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Capacity
Secretary

Name
KIMBERLY IRELAND

Physical Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Mailing Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Capacity
Vice President

Name
SHEA DAVID IRELAND

Physical Address
20 Redimix Dr, Williston, VT, 05495 - 8185, USA

Mailing Address
PO Box 2286, South Burlington, VT, 04307, USA

Capacity
Vice President

SECTION 00451
QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. **SUBMITTED BY:**

   Official Name of Firm: S.D. Ireland Brothers Corporation

   Address: Mailing: P.O. Box 2286 South Burlington, VT 05407

   Physical: 20 Redimix Drive Williston, VT 05495

2. **SUBMITTED TO:** City of Burlington Water Resources

3. **SUBMITTED FOR:** Proposal City of Burlington Water Resources Distribution Rehabilitation

   Owner: City of Burlington Water Resources

   Project Name: City of Burlington Water Resources Distribution Rehabilitation

   Multiple Streets

   TYPE OF WORK: Waterline

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Scott D. Ireland

   Title: President

   Phone: 802-316-6002

   Email: sdi@sdireland.com

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5. **AFFILIATED COMPANIES:**

Name: _____

Address: _____

_____

_____

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

■ CORPORATION

State of Organization: Vermont

Date of Organization: 1995

Executive Officers:

- President: Scott D. Ireland
- Vice President(s): Stephen D. Ireland
  Kimberly J. Ireland
- Treasurer: Sophie D. Ireland
- Secretary: Sophie D. Ireland

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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

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7. **LICENSING**

Jurisdiction: N/A

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. **CERTIFICATIONS** CERTIFIED BY:

Disadvantage Business Enterprise: N/A

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. **BONDING INFORMATION**

Bonding Company: Swiss Re Corporate Solutions America Insurance Corp.

Address: 1200 Main St, Suite 800

Kansas City, MO 64105

Bonding Agent: Acrisure New England

Address: PO Box 1064, Burlington, VT 05402-1064

Contact Name: Robin Farone

Phone: 802-383-1663

Aggregate Bonding Capacity: 125 Million Aggregate

Available Bonding Capacity as of date of this submittal: $30 Million Single Job

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10. FINANCIAL INFORMATION

Financial Institution: Business Bank

Address: 30 Kimball Avenue, Suite 201

South Burlington, VT 05403

Account Manager: Geoffrey Hesslink

Phone: 802-343-4276

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ■ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ■ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ■ NO

If YES, attach as an Attachment details including Project Owner's contact information.

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12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Byron Furman

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	2026	EMR	.95
YEAR	2025	EMR	.94
YEAR	2024	EMR	.98
YEAR	2023	EMR	1.06
YEAR	2022	EMR	1.05

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	2025	TRFR	3.88
YEAR	2024	TRFR	4.44
YEAR	2023	TRFR	8.97
YEAR	2022	TRFR	6.0
YEAR	2021	TRFR	5.25

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Total number of man-hours worked for the last 5 Years:

YEAR	2025	TOTAL NUMBER OF MAN-HOURS	309,063
YEAR	2024	TOTAL NUMBER OF MAN-HOURS	270,279
YEAR	2023	TOTAL NUMBER OF MAN-HOURS	289,725
YEAR	2022	TOTAL NUMBER OF MAN-HOURS	266,721.25
YEAR	2021	TOTAL NUMBER OF MAN-HOURS	190,571

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	2025	DART	3.23
YEAR	2024	DART	3.69
YEAR	2023	DART	4.1
YEAR	2022	DART	2.25
YEAR	2021	DART	3.14

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See Attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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Schedule A - Current Experience
April 2026

Project Name & No. of Contract	Contact	Contract Date	Amount of Contract	Percent Completed
Burlington High School	Whiting Turner 802-782-0990	6/23	$18,901,706	82%
City Place North Tower CHT Parking Garage	City Place Partners Dave Farrington Ph: 802-316-6452 dave@BTVspaces.com	4/23	$7,134,435	97%
City Place Perimeter Streets	City Place Partners Dave Farrington Ph: 802-316-6452 dave@BTVspaces.com	4/23	$8,715,296	30%
Winooski Falls Parking Garage	Wright & Morrissey Steve Therriault Ph: 802-863-4541 stevet@wmorrissey.com	8/23	$2,076,787	94%
Great Streets Main Street Reconstruction	City of Burlington Laura Wheelock Phone: 802-338-2125 lwheelock@burlingtonvt.gov	1/31/24	$21,901,298	99%
West Lakeshore Drive Pump Station	Town of Colchester Phone: 802-264-5620	6/24	$884,700	47%
BTV Project NEXT - North Terminal Expansion	Engelberth Construction Phone: 802-655-0100	5/24	$6,659,534	73%
Bay Ridge	DEW Construction 802-497-7851	6/24	$4,000,000	93%
DoubleTree Expansion	PC Construction Phone: 802-658-1400	8/24	$1,658,154	92%
Post Apartments	Wright & Morrissey Steve Therriault Ph: 802-863-4541 stevet@wmorrissey.com	8/24	$2,771,830	95%
ST. ALBANS-RICHFORD STP MVRT(1)(RE-AD)	VTrans Barre, VT Ph: 802-522-6155	1/25	$1,864,250	88%
City of Burlington CY25 Paving	City of Burlington Laura Wheelock Phone: 802-338-2125 lwheelock@burlingtonvt.gov	4/25	$1,419,423	29%
379-381 MAIN STREET WINOOSKI	Anthony Handy 802-863-2224	4/25	$1,250,000	44%
Bourne Properties – South Burlington	Wright & Morrissey Steve Therriault Ph: 802-863-4541 stevet@wmorrissey.com	5/25	$1,259,252	98%
City of Burlington CY25 Sidewalk Program	City of Burlington Laura Wheelock Phone: 802-338-2125 lwheelock@burlingtonvt.gov	5/25	$846,004	85%

Colchester HES NH 5600 – 14 C2 (Re-Ad)	VTrans Barre, VT Ph: 802-522-6155	5/25	$22,474,000	27%
Mater Christi – Burlington	Trinity Building Group 586-200-2437	5/25	$1,036,389	87%
NORTON BF 0321 (21) (RE-AD)	VTrans Barre, VT Ph: 802-522-6155	8/25	$3,167,765	3%
A. Duie Pyle Milton	Geis Construction 216-372-0793	8/25	$9,637,128	63%
PERRY CENTER - SHELBURNE MUSEUM	PC Construction Phone: 802-658-1400	6/25	$1,057,550	42%
266 College Street Apartments	ReArch Company, LLC 802-863-8727	9/25	$3,291,374	81%
Porters Point School Colchester	PC Construction Phone: 802-658-1400	11/25	$2,054,521	23%
BTV BETA Hanger - Silver Maple	Silver Maple Construction 802-989-7677	11/25	$1,886,151	72%
CSWD WILLISTON	ReArch Company, LLC 802-863-8727	11/25	$3,550,000	45%
ST ALBANS HOUGHTON PARK CSO STORAGE TANK - CONTRACT 2	City of St. Albans 802-524-1500	10/25	$2,853,170	3%
EAAFB ASP PH II Improvements	DEW Construction 802-497-7851	2/26	$1,275,000	0%
South Burlington Paving	City of South Burlington 802-658-7961	4/26	$1,120,739	0%
Windswept Meadows Glaser	Rivers Edge Building Development Ph: 802-872-5390	2/26	$1,477,435	6%

SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See Attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
See attached	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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Schedule B - Previous Experience Completed in the past five (5) years.

Contract Amount	Type of Work	% Subcon.	When Completed	Location	Contact Person, Name, Address & Telephone Number of Owner
$ 2,045,129.00	Cambrian Rise	10%	2021	Burlington	Wright & Morrissey, So Burlington, VT
$ 2,086,800.00	Burlington Sidewalks & Curbs	21%	2021	Burlington	City of Burlington Dept. of Public Works 645 Pine St, Suite A Burlington, VT
$ 1,921,846.00	So Burlington /Town Office	8%	2021	So Burlington	Engelberth Construction, Colchester, VT
$ 1,983,553.00	Ben & Jerry's Truck Access	23%	2021	Waterbury	Engelberth Construction, Colchester, VT
$ 1,544,899.00	UHAUL WILLLISTON	6%	2022	Williston	DEW Construction, Blair Park, Williston
$ 1,602,210.00	284 Wade Pasture	5%	2022	Stowe	Dowbuilt Stowe
$ 1,560,098.00	Haddad Subaru	8%	2022	St. Albans	Neagley & Chase South Burlington, VT
$ 1,715,046.00	ST ALBANS TAP TA 15(3)	12%	2022	St. Albans	City of St. Albans
$ 1,140,755.00	FLYNN & FLETCHER PUMP STATIONS	21%	2022	Burlington	City of Burlington Dept. of Public Works 645 Pine St, Suite A Burlington, VT
$ 3,515,608.00	UVM FIRESTONE MEDICAL RESEARCH BUILDING	12%	2022	Burlington	PC Construction, So Burlington, VT 05403
$ 1,983,552.00	BEN & JERRY'S TRUCK ACCESS ROAD	20%	2022	Waterbury	Engelberth Construction, Colchester, VT
$ 1,441,267.00	TAXIWAY K & RUNWAY 01 PAPI RELOCATION	20%	2022	So Burlington	Burlington International Airport
$ 1,293,651.00	VT DEPT OF MENTAL HEALTH RECOVERY RESIDENCE	10%	2023	Essex	PC Construction, So Burlington, VT 05403
$ 8,308,108.00	SWANTON-ST JOHNSBURY STP LVRT (12)	20%	2023	Morrisville-Hardwick	Vtrans 219 No Main St Barre VT 05461
$ 4,256,250.00	BETA FOUNDATION EXCAVATION & BACKFILL	15%	2023	So Burlington	PC Construction, So Burlington, VT 05403
$ 3,073,390.00	CY22 STREET RECONSTRUCTION PROGRAM	10%	2022	Burlington	City of Burlington Public Works
$ 4,795,263.00	ONLOGIC	20%	2023	So Burlington	ReArch South Burlington
$ 1,634,688.00	UVM HILLS BUILDING	15%	2023	Burlington	Engelberth Construction, Colchester, VT
$ 10,661,994.00	BETA 02.03 SITEWORK	15%	2023	So Burlington	PC Construction, So Burlington, VT 05403
$ 3,041,563.00	BIA REHAB MARK LIGHT SIGN TWAY A & PAVE SHOULDERS	35%	2023	So Burlington	Burlington International Airport
$ 556,083.00	CY23 SIDEWALK PROGRAM	10%	2023	Burlington	City of Burlington Public Works
$ 837,000.00	Burlington City Arts	10%	2023	Burlington	Neagley & Chase South Burlington, VT
$ 14,667,214.00	Richmond Culvert	10%	2023	Richmond	Vtrans 219 No Main St Barre VT 05461
$3,797,598	Rehabilitate , Mark, Light and Sign Taxiway A	20%	2024	Burlington	McFarland Johnson
$ 9,728,572.00	Colchester Crossover Utilities	10%	2024	Colchester	Vtrans 219 No Main St Barre VT 05461
$ 1,408,073.00	Kelly's Field Senior Housing	5%	2024	Hinesburg	J.A. Morrissey Inc.
$ 1,273,884.00	Lake & Maple Apartments	5%	2024	St. Albans	Wright & Morrissey, So Burlington, VT
$ 1,308,000.00	Colchester Recreation Center	10%	2024	Colchester	Engelberth Construction, Colchester, VT
$ 1,006,822.00	BACON STREET PROPERTIES LLC	7%	2024	Burlington	Stewart Construction
$ 1,683,100.00	UVM Bioresearch Parking Lot & Electrical Upgrade	10%	2024	Burlington	UVM
$ 797,722.00	NORTH DORSET FAMILY HOUSING	3%	2024	South Burlington	Stewart Construction
$ 577,800.00	10th Calvary Apartments	5%	2024	Colchester	Engelberth Construction, Colchester, VT
$ 1,042,806.00	WOODBURY ER P23 (653) - CULVERT REPLACEMENT	12%	2024	Woodbury	Vtrans 219 No Main St Barre VT 05461
$ 10,259,000.00	Champlain Parkway Phase I	5%	2024	Burlington	City of Burlington
$ 11,100,000.00	City Place Burlington	10%	2024	Burlington	City Place Partners
$ 1,540,557.00	125 Cambrian Way Building M	30%	2025	Burlington	125 Cambrian Way LLC
$ 797,722.00	LARKIN NO DORSET FAMILY HOUSING	0%	2025	South Burlington	Stewart Construction
$ 2,578,725.00	CHT/Pomerleau Gravel Wetland	0%	2025	Burlington	Pomerleau Real Estate
$ 10,979,469.00	BTV RW 15-33 Mill & Overlay	10%	2025	Burlington	Patrick Leahy Burlington International Airport
$ 1,854,250.00	ST ALBANS-RICHFORD STP MVRT(1)	0%	2025	St. Albans	VTrans 219 No Main St Barre VT 05461
$ 846,000.00	CITY OF BURLINGTON CY 25 SIDEWALK PROGRAM	0%	2025	Burlington	City of Burlington Public Works
$ 1,316,786.00	Iroquois Avenue Waterline	0%	2025	Essex Junction	Village of Essex Junction Public Works
$ 3,815,606.00	CSWD Recyling Facility	0%	2026	Williston	ReArch 88 Technology Park Way #2 South Burlington, VT 05403
$ 10,862,866.00	A. Duie Pyle Milton	10%	2026	Milton	Geis Construction 10020 Aurora Hudson Rd Streetsboro OH 44241
$ 8,250,000.00	Burlington Square North Building	10%	2026	Burlington	City Place Partners
$ 22,713,160.00	Colchester HES NH 5600 - 14 C2 RE-AD-Exit 16 Double Diamond	15%	2027	Colchester	VTrans 219 No Main St Barre VT 05461

Updated 4/10/26

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
See attached equipment list			

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Date Acq	Description	Status
Asset A/C#: 10520 - EQUIPMENT		
12/31/1996	[LKT000011] TRADED 12/28/12 NBV-F 0.00	A
12/31/1996	97 - CAT D5CIII DOZER - UNIT #17	A
12/31/1996	96 CAT 315-L EXCAVATOR - UNIT #21	A
12/31/1996	97 CAT D5CIII DOZER - UNIT #19	A
01/15/1997	1964 TROJAN LOADER MODEL 404	A
01/27/1997	1997 CAT 928-G LOADER - UNIT #22	A
02/06/1997	1996 CAT D5M DOZER - UNIT #23	A
02/16/1997	[LKT000013] TRADED 05/29/13 NBV-B 31914.25	A
03/13/1997	97 CAT 928G LOADER - UNIT #24	A
03/31/1997	97 CAT 928G LOADER - Unit #26	A
04/11/1997	BNR600 SUPERPAC ROLLER - UNIT #43	A
04/11/1997	BNR 540PC ROLLER - UNIT #72	A
07/30/1997	[LKT000003] TRADED 11/12/02 NBV-B 0.00	A
10/31/1997	BOMAG BW213D VIB ROLLER - UNIT #31	A
10/31/1997	BOMAG DW172D VIB ROLLER - UNIT #33	A
10/31/1997	HUBER M700 MG GRADER - UNIT #36	A
10/31/1997	94 CAT D250D END DUMP - UNIT #35	A
12/13/1997	1997 CAT IT28G LOADER - UNIT #39	A
12/13/1997	97 CAT 312BL EXCAVATOR - UNIT #38	A
03/31/1998	97 CAT M318 EXCAVATOR - UNIT #46	A
03/31/1998	97 Cat D8R DOZER - UNIT #45	A
11/24/1998	[LKT000006] TRADED 12/28/10 NBV-F 0.00	A
12/07/1998	98 CAT D5C HST DOZER - UNIT #48	A
12/23/1998	98CAT 311B EXCAVATOR - UNIT #47	A
05/24/1999	99 CAT IT24F LOADER - UNIT #52	A
06/24/1999	99 CAT 315BL EXCAVATOR - UNIT #55	A
06/24/1999	99 CAT 325BL EXCAVATOR - UNIT #50	A
06/24/1999	99 CAT D5C DOZER - UNIT #51	A
08/25/1999	99 CAT TH63 TELE HANDLER	A
12/06/1999	KOBELCO SK70SR -UNIT #57	A
01/05/2000	00 CAT TH83 TELE HANDLER	A
01/05/2000	[LKT000012] TRADED 12/28/12 NBV-F 0.00	A
01/28/2000	LINK-BELT LS-138H II - UNIT #68	A
03/30/2000	99 CAT 330BL EXCAVATOR - UNIT #56	A
04/06/2000	99 CAT 924G LOADER - UNIT #60	A
04/28/2000	CAT D5C DOZER - UINT #61	A
06/06/2000	130G MOTOR GRADER - UNIT #62	A
06/09/2000	00 CAT 924G LOADER - UNIT #63	A
12/20/2000	00 CAT 320CL EXCAVATOR - UNIT #67	A
03/15/2001	POWER CURBER - UNIT #77	A
04/01/2001	[LKT000009] TRADED 12/28/11 NBV-B 19500.00	A
04/30/2001	[LKT000007] TRADED 05/19/11 NBV-B 63500.00	A
05/17/2001	330BL EXCAVATOR - UNIT #70	A
05/17/2001	325BL EXCAVATOR - UNIT #69	A
05/17/2001	D5C DOZER - UNIT # 71	A
05/17/2001	950F LOADER - UNIT # 73	A
05/17/2001	[LKT000008] TRADED 05/31/11 NBV-B 4300.00	A
06/01/2001	1999 HYPAC ROLLER - UNIT # 75	A
08/10/2001	D5C DOZER - UNIT # 64	A
08/10/2001	315 BL EXCAVATOR - UNIT #66	A
09/17/2001	M65 CONVEYOR - UNIT # 84	A
09/17/2001	T4026 CONVEYOR - UNIT # 85	A
10/01/2001	VOLVO EC210LC EXCAVATOR - UNIT # 86	A
11/13/2001	PRO-TECH 12' SNO PUSHER	A
11/13/2001	PRO-TECH 12' SNO PUSHER	A
11/13/2001	PRO-TECH 12' SNO PUSHER	A
11/21/2001	GRADELIGHT 2500 GRADE LASER	A
11/27/2001	CAT 924G LOADER - UNIT #49	A
11/27/2001	CAT D5C DOZER - UNIT # 34	A
12/13/2001	2001 BOBCAT 863H - UNIT # 53	A
12/13/2001	84" BOBCAT BROOM	A
12/13/2001	84" BOBCAT BROOM	A
12/13/2001	73" BOBCAT SNOWBLOWER	A
12/13/2001	BOBCAT CAB FOR 763G	A
12/31/2001	2000 CAT 315CL EXCAVATOR - UNIT # 54	A
12/31/2001	2000 CAT 980G LOADER - UNIT #83	A
12/31/2001	2000 CAT 924G LOADER - UNIT #88	A
01/01/2002	DUOPACK MODEL DR1500 VIBRATORY ROLLER	A
01/01/2002	14.5 SNOW PUSHER SN: 352600	A
01/03/2002	CONVEYOR #65300001	A
01/03/2002	CONVEYOR #6530002	A
04/09/2002	ATLASCOP MODEL 185CFM COMPRESSOR	A
04/15/2002	BL PEGSON 32X44 P-TRK QMO12493	A

Date Acq	Description	Status
Asset A/C#: 10520 - EQUIPMENT		
04/18/2002	HOOVER 36" X 50' TOP TRUSS	A
04/30/2002	UNIVERSAL POINT RACK	A
05/22/2002	CAT ARTICULATED TRUCK - UNIT #92	A
05/22/2002	CAT 312CL EXCAVATOR - UNIT #90	A
05/22/2002	CAT 906 LOADER - UNIT #91	A
05/23/2002	WATER TANK	A
06/04/2002	HOOVER 30" X 60' STACKING CONVEYOR	A
11/12/2002	CAT D3G HST TRACTOR - UNIT #95	A
11/23/2002	CAT TH83 - UNIT #94	A
12/11/2002	THAWZALL GROUND HEATER	A
12/31/2002	1999 HAMM ROLLER - UNIT #96	A
01/21/2003	20' CONVEYOR - SN: 027861	A
04/16/2003	CAT 307C EXCAVATOR - UNIT #97	A
05/22/2003	MOBIL WASH TRAILER	A
05/28/2003	CAT 330CL EXCAVATOR - UNIT #98	A
05/28/2003	CAT 924G LOADER - UNIT # 99	A
05/30/2003	TRENCH BOXES	A
06/16/2003	CAT 322CL EXCAVATOR - UNIT #87	A
07/11/2003	PIPE MACHINE	A
07/23/2003	DIGITIZER BOARD 30X36	A
12/22/2003	FUME EXTRACTOR	A
12/31/2003	CAT 330CL EXCAVATOR - UNIT #100	A
04/21/2004	LASER MAKE: AGL MODEL:GL2500	A
04/29/2004	CAT D3GXL DOZER - UNIT #82	A
04/29/2004	CAT 924G LOADER - UNIT #101	A
04/29/2004	CAT 312CL EXCAVATOR - UNIT #102	A
04/29/2004	CAT 725 ARTICULATED TRK - UNIT #103	A
04/29/2004	CAT C25CL EXCAVATOR - UNIT #104	A
04/29/2004	CAT D6RXL DOZER - UNIT #105	A
04/29/2004	CAT 725 ARTICULATED TRK - UNIT #106	A
05/05/2004	CAT CP-563C VIBRATORY ROLLER	A
05/20/2004	CEDAR RAPIDS CRUSHER & SCREEN	A
05/20/2004	60' CONVEYOR	A
05/20/2004	60' CONVEYOR	A
05/20/2004	60' CONVEYOR	A
05/20/2004	CAT MODEL 3456 GENERATOR	A
12/02/2004	JCB MINI EXCAVATOR - UNIT #29	A
12/02/2004	HOLMES BROOM SN: 5030	A
12/02/2004	330 BUCKET	A
12/02/2004	6' X 10' TRENCH BOX	A
12/02/2004	6' X 10' TRENCH BOX	A
12/02/2004	6' X 6' TRENCH BOX	A
12/09/2004	CAT 972G LOADER - UNIT #12	A
12/29/2004	SUPERPAC 6620 66" ROLLER - UNIT #32	A
12/29/2004	VOLVO EW55 LOADER - UNIT #40	A
02/11/2005	CAT D30C ARTIC DUMP W/H2O TANK - UNIT #42	A
04/06/2005	5 X 12 TRACK SCREEN-IT	A
04/11/2005	CAT 330CL EXCAVATOR - UNIT #110	A
05/11/2005	VERSATILE OFFICE TRAILER	A
12/23/2005	2005 - CAT 312CL EXCAVATOR - UNIT #111	A
12/23/2005	2006 - CAT 315CL EXCAVATOR - UNIT #'112	A
12/23/2005	2005 - CAT 322CL EXCAVATOR - UNIT #113	A
12/23/2005	2006 - CAT 325CL EXCAVATOR - UNIT #114	A
12/23/2005	2005 - CAT 330CL EXCAVATOR - UNIT #115	A
01/04/2006	REINCO MULCHER	A
02/14/2006	INGERSOLL-RAND SD40F SINGLE DRUM PADFOOT ROLLER	A
08/31/2006	2006 CAT D3GXL DOZER - UNIT #6	A
08/31/2006	2006 CAT 924G LOADER - UNIT # 7	A
09/19/2006	SWEEPER MODEL LA	A
11/08/2006	CAT 460B TELEHANDLER - UNIT #8	A
12/29/2006	2006 CAT 924G WHEEL LOADER - UNIT #117	A
12/29/2006	2006 CAT 312CL EXCAVATOR - UNIT #118	A
12/29/2006	2005 VOLVO EW55 EXCAV - UNIT #119	A
02/17/2007	MAJOR GRAPPLE RAKE	A
02/17/2007	QUICKTACH LOADER FORKS	A
02/17/2007	2006 MULTIQUIP 15 KW GENERATOR	A
02/17/2007	D8R COUNTER WEIGHT	A
08/30/2007	T 950H LOADER #167	A
01/01/2008	BODINE CONCRETE PULVERIZER	A
01/01/2009	2005 HYPAC ROLLER - UNIT #P5	A
01/01/2009	STONE WP2500 ROLLER - UNIT #P3	A
01/01/2009	2003 BOBCAT SKID STEER - UNIT #P11	A
01/01/2009	2002 PC 4 PLANER - UNIT #P11	A

Date Acq	Description	Status
Asset A/C#: 10520 - EQUIPMENT		
01/01/2009	2003 SWEEPSTER BROOM - UNIT #P11	A
01/01/2009	HYSTER C340B TANDEM ROLLER #P12	A
01/01/2009	BLAW-KNOX RW38 ROAD WIDWNER #P13	A
01/01/2009	1990 HYSTER RUBBER TIRED ROLLER #P14	A
01/01/2009	HUBER GRADER #P17	A
05/13/2009	2002 CAT 3456 GENERATOR SET - QUARRY	A
05/13/2009	1980 LINKBELT HSP8020 CRANE - QUARRY	A
05/13/2009	1999 CEC MINYU JAW CRUSHING PLANT	A
05/13/2009	2003 CEC CIRCUIT CONE PLANT	A
05/13/2009	2000 CONVEYOR RADIAL STACKER	A
05/13/2009	2000 CONVEYOR RADIAL STACKER	A
05/13/2009	2000 CONVEYOR RADIAL STACKER	A
05/13/2009	1996 SMITH 20' CONVEYOR	A
05/13/2009	1996 SMITH 20' CONVEYOR	A
05/13/2009	1988 SCAT TRACK LOADER - QUARRY	A
05/13/2009	1996 CAT EXCAVATOR - UNIT #232G - QUARRY	A
05/13/2009	1972 MACK WATER TRUCK - QUARRY	A
05/13/2009	1979 CASE 1150B DOZER - UNIT #157G - QUARRY	A
05/13/2009	2001 KAWASAKI 80Z LOADER - UNIT #231G - QUARRY	A
05/13/2009	1975 CAT 235 EXCAVATOR - QUARRY	A
05/13/2009	1977 MILLER BIG 40 WELDER - QUARRY	A
05/13/2009	1978 GMC GENERAL WHEEL DUMP - QUARRY	A
05/13/2009	1979 HOWE RICHARDSON TRUCK SCALE - QUARRY	A
05/13/2009	SALES TAX QUARRY EQUIPMENT	A
09/10/2009	CAT PAVER - UNIT #204	A
09/11/2009	CAT CS323 ROLLER - UNIT #203	A
10/06/2009	CAT 210 EXCAVATOR - UNIT #210	A
12/30/2009	CAT 302.5C EXCAVATOR #248	A
12/30/2009	CAT 324DL EXCAVATOR #249	A
12/30/2009	CAT 311DRR EXCAVATOR #251	A
12/30/2009	CAT 312DL EXCAVATOR #252	A
05/19/2010	2006 CAT CS323C ROLLER #253	A
07/14/2010	CAT CS323C ROLLER #255	A
12/28/2010	T 236B3 SKID STEER #267	A
12/28/2010	CAT 302.5C EXCAVATOR #269	A
12/28/2010	CAT 924H LOADER #272	A
12/28/2010	CAT 226B3 SKID STEER #273	A
12/28/2010	HYDRAULIC BREAKER #274	A
12/28/2010	[LKA000006] CAT 315DL EXCAVATOR #271	A
05/19/2011	[LKA000007] 2011 CAT 336EL EXCAVATOR - UNIT #298	A
05/31/2011	[LKA000008] GENIE MANLIFT UNIT #301	A
08/08/2011	CAT 2011 320DL EXCAVATOR #303	A
09/01/2011	[LKT000010] TRADED 12/28/12 NBV-F 0.00	A
12/27/2011	JOHN DEERE 524K LOADER - UNIT #312	A
12/28/2011	[LKA000009] CAT 324EL EXCAVATOR - UNIT #313	A
12/28/2011	CAT CS-323C VIB ROLLER - UNIT #328	A
04/16/2012	JOHN DEERE LOADER #333	A
04/26/2012	TRENCH BOXES	A
05/01/2012	TRENCH BOXES NE SHORING	A
07/06/2012	TOTAL STATION GEOMAX ZOOM805	A
10/17/2012	BROOM ATTACHMENT 930 BA25	A
11/14/2012	HYPAC 766D 66" ASPHALT ROLLER #346	A
12/20/2012	ATLAS COPCO QAS45 GENERATOR #345	A
12/28/2012	[LKA000010] CAT 924K LOADER #348	A
12/28/2012	CAT 302.5C EXCAVATOR #349	A
12/28/2012	METSO BOX SCREEN #351	A
12/28/2012	[LKA000011] CAT 312EL EXCAVATOR #352	A
12/28/2012	[LKA000012] CAT 246C SKID STEER #353	A
12/28/2012	CAT 924K LOADER #354	A
12/31/2012	HYSTER H120FT FORK LIFT #361	A
01/21/2013	CAT 279C SKIDSTEER - #356	A
05/17/2013	CAT 302.4D EXCAVATOR #371	A
05/23/2013	CAT 311D LRR EXCAVATOR #372	A
05/29/2013	[LKA000013] CAT 312E L EXCAVATOR #373	A
09/06/2013	COMPACTER FROM CONANT FARM	A
10/23/2013	JOHN DEERE 54" SNOW BLOWER	A
11/08/2013	CAT CS-323C VIBRATORY ROLLER - UNIT #381	A
11/13/2013	2011 VOLVO EC210CL EXCAVATOR - UNIT #382	A
12/30/2013	2013 CAT 324EL EXCAVATOR - UNIT #390	A
12/30/2013	2013 CAT D6KXL DOZER - UNIT #389	A
04/10/2014	COMPACTORS & PUMPS	A
04/15/2014	2 - 20' CONTAINERS	A
04/18/2014	2 - 20' CONTAINERS	A

Date Acq	Description	Status
Asset A/C#: 10520 - EQUIPMENT		
05/13/2014	MINI EXCAVATOR #392	A
05/27/2014	TELEHANDLER #393	A
05/27/2014	312E EXCAVATOR #394	A
06/30/2014	MINI EXCAVATOR #399	A
07/15/2014	ROLLER #402	A
09/04/2014	D3K DOZER #407	A
09/05/2014	319D LOADER #408	A
09/24/2014	LOADER #413	A
12/22/2014	WACKER PAVING ROLLER #424	A
12/31/2014	2015 CAT D5K2 DOZER #431	A
12/31/2014	2015 CAT D5K2 DOZER #432	A
12/31/2014	2015 CAT 329F EXCAVATOR #433	A
12/31/2014	2015 CAT 329F EXCAVATOR #434	A
12/31/2014	2015 CAT 725C HAUL UNIT #435	A
04/06/2015	WANCO MESSAGE BOARD #446	A
04/06/2015	WANCO MESSAGE BOARD #447	A
04/30/2015	CAT CS-323C MINI EXCAVATOR #442	A
05/27/2015	BUFFALO TURBINE ATOMIZING MISTER #444	A
05/31/2015	ACCUGRADE ELECTRONICS	A
06/08/2015	JOHN DEERE 26C COMPACT EXCAVATOR #445	A
06/11/2015	JOHN DEERE Z960R Z TRAK MOWER	A
07/28/2015	POWER RAKE	A
07/31/2015	44" GRAPPLE W/BOCE	A
10/22/2015	CAT H110ES HAMMER #455	A
11/18/2015	JOHN DEERE MINI #456	A
12/30/2015	2015 CAT 305.5 EXCAVATOR #460	A
12/30/2015	2015 CAT 326F EXCAVATOR #468	A
12/30/2015	2015 CAT 326F EXCAVATOR #467	A
04/20/2016	ELGIN SWEEPER #475	A
05/10/2016	BIG TAX FLAB BED TRAILER #477	A
05/20/2016	JOHN DEERE COMPACT EXCAVATOR #478	A
05/31/2016	CAT 926M #479	A
06/23/2016	CAT 313F #480	A
09/16/2016	LASER TRANSIT	A
10/10/2016	GENESIS GMP-50 PULVERIZER #487	A
11/09/2016	TOTAL STATION	A
12/14/2016	THAWZALL #493	A
12/22/2016	CEDAR RAPIDS CONE & SCREEN PLANT #499	A
12/23/2016	TRENCH BOXES	A
12/27/2016	CAT 305.5 EXCAVATOR #495	A
12/30/2016	CAT 330F EXCAVATOR #503	A
01/25/2017	CAT D5K 2 XL DOZER #504	A
03/17/2017	METSO CRUSHER #509	A
04/28/2017	CAT CB54B ROLLER #512	A
05/02/2017	SAKI ROLLER #514	A
05/08/2017	2017 PALADIN COLD PLANNER #515	A
05/10/2017	CAT 725C HAUL UNIT #513	A
08/08/2017	2016 CAT 725C HAUL UNIT #536	A
08/31/2017	CAT PAVER #537	A
10/05/2017	CAT MINI EXCAVATOR #546	A
10/30/2017	SITECH AUTOMATION	A
12/26/2017	4 PLATE COMPACTORS	A
12/28/2017	CAT CP3 ROLLER #560	A
12/28/2017	CAT 313 EXCAVATOR #559	A
12/28/2017	JOHN DEERE MINI #562	A
12/29/2017	CAT CB24B ROLLER #561	A
12/29/2017	CAT 926M LOADER #570	A
03/29/2018	CAT THUMB	A
04/02/2018	GERITH THUMB	A
05/07/2018	CAT BUCKET	A
05/21/2018	MOWERS	A
08/28/2018	CAT 305.5E EXCAVATOR #584	A
11/28/2018	2018 VOLVO SD45B ROLLER #586	A
12/03/2018	CAT 289D SKID STEER #590	A
12/03/2018	CAT 305.5ECR EXCAVATOR #591	A
12/03/2018	CAT 305.5ECR EXCAVATOR #592	A
12/03/2018	CAT 926M LOADER #593	A
12/03/2018	CAT CS44B ROLLER #589	A
12/04/2018	JOHN DEERE TRACTOR #595	A
12/04/2018	CAT TH514D TELEHANDLER #594	A
12/04/2018	CAT 313GC EXCAVATOR #587	A
12/04/2018	CAT 313GC EXCAVATOR #588	A
12/06/2018	CAT 980M LOADER #601	A

Date Acq	Description	Status
Asset A/C#: 10520 - EQUIPMENT		
12/13/2018	TRENCH BOXES	A
03/25/2019	CAT COUPLER	A
05/29/2019	HAMMER	A
06/26/2019	A/C MACHINES	A
06/26/2019	CAT BUCKET	A
10/17/2019	BEDDING BOX	A
11/06/2019	SALTER	A
11/12/2019	CAT AUTOMATION	A
12/31/2019	4 PLATE COMPACTORS	A
12/31/2019	DOZER #634	A
12/31/2019	EXCAVATOR #635	A
12/31/2019	HAUL UNIT #636	A
12/31/2019	EXCAVATOR #637	A
12/31/2019	LOADER #629	A
12/31/2019	EXCAVATOR #630	A
12/31/2019	ROLLER #631	A
12/31/2019	SKID STEER #632	A
12/31/2019	SKID STEER #633	A
01/20/2020	SWING COUPLER	A
03/17/2020	2 SHIPPING CONTAINERS	A
04/30/2020	TRIMBLE SITECH	A
06/03/2020	JD ZTRACK MOWER	A
07/16/2020	HYDROLIC POWER UNIT	A
08/12/2020	2007 INTERNATIONAL SWEEPER #651	A
11/16/2020	TRENCH BOX	A
12/08/2020	TRIMBLE	A
12/21/2020	3 TRIMBLES	A
12/22/2020	324/329 42" SD BUCKET LINKAGE #468	A
12/30/2020	KAESIER COMPRESSOR	A
12/31/2020	FLOOR SAW & COMPACTOR	A
12/31/2020	CAT 313F EXCAVATOR #672	A
12/31/2020	CAT D4 DOZER #666	A
12/31/2020	CAT 336 EXCAVATOR #667	A
12/31/2020	CAT 725 HAUL UNIT #669	A
12/31/2020	CAT 725 HAUL UNIT #670	A
12/31/2020	CAT 926M LOADER #668	A
12/31/2020	CAT 305E2 MINI EXCAVATOR #671	A
12/31/2020	CAT 289D3 SKID STEER #673	A
12/31/2020	CAT TH514D TELEHANDLER #674	A
02/16/2021	CAT DUMP BODY FOR #103	A
06/01/2021	BEDDING BOXES	A
06/03/2021	EXCAVATOR DRIVE PARTS	A
06/23/2021	TRIMBLE AUTOMATION	A
06/23/2021	TRIMBLE AUTOMATION	A
06/23/2021	FUSING MACHINE	A
12/07/2021	2 MIKASA REVERSABLE COMPACTORS	A
12/20/2021	CAT 289D3 SKID STEER #701	A
12/20/2021	CAT 289D3 SKID STEER #702	A
12/20/2021	CAT 330 EXCAVATOR #703	A
12/20/2021	CAT D4NG DOZER #704	A
12/20/2021	CAT 313 EXCAVATOR #705	A
12/20/2021	CAT 315 EXCAVATOR #706	A
12/20/2021	CAT 325 EXCAVATOR #707	A
12/20/2021	CAT 325 EXCAVATOR #708	A
12/20/2021	CAT 926M LOADER #709	A
12/21/2021	INGERSOLL RAND COMPRESSOR	A
04/15/2022	SITECH TRIMBLE AUTOMATION	A
06/21/2022	CAT 336 EXCAVATOR #728	A
07/12/2022	CAT PICKUP BROOM	A
07/26/2022	CAT 336 EXCAVATOR #75-732	A
08/15/2022	VOLVO JECR25D EXCAVATOR #75-735	A
09/30/2022	CAT CS44B ROLLER #80-740	A
11/16/2022	CAT 926M LOADER # 65-746	A
12/24/2022	CAT 315 EXCAVATOR #75-749	A
12/24/2022	CAT 313GC EXCAVATOR #75-750	A
12/24/2022	CAT 330 EXCAVATOR #75-751	A
12/24/2022	CAT 289D3 SKID STEER #50-752	A
12/24/2022	CAT 335 EXCAVATOR #75-753	A
12/30/2022	TRIMBLE EQUIPMENT	A
01/15/2023	Charger Elec Exc #735	A
01/15/2023	Geo Max Zeta 125 Pipe Laser Package	A
01/15/2023	336 72" DC Bucket DB Linkage	A
01/26/2023	15 Light Tower - Wacker Neuson #26-759 to 26-773	A

Date Acq	Description	Status
Asset A/C#: 10520 - EQUIPMENT		
03/03/2023	Dual Head Traffic Signal unit #26-774	A
03/03/2023	Dual Head Traffic Signal unit # 26-775	A
06/05/2023	CAT 926M Excav #65-780	A
06/05/2023	CAT 926M Exc #65-779	A
09/22/2023	Tablet w GNAA Receiver	A
09/22/2023	Tractor #99-791	A
10/12/2023	Trimble equipment sn 6331F00147, 633100052	A
11/13/2023	Trailer - lube equip #99-804	A
12/05/2023	700lb Compactor SN -10001	A
12/05/2023	700 Lb Compactor SN J-10010	A
12/05/2023	700 lb compactor SN J-10021	A
12/05/2023	700 lb Compactor SN ??	A
12/05/2023	2023 JD 1025R Sub Compact Utility Tractor #294425	A
12/15/2023	Walk Behind Saw 24" (sn 230810113)	A
12/29/2023	Trailer 7x16 Gold Mine Series #26-801	A
12/29/2023	Caterpillar 315 EQ264100 #75-808	A
12/29/2023	Caterpillar 336 EQ266962 #75-810	A
12/29/2023	Caterpillar 335 EQ269456 #75-812	A
12/29/2023	Trimble R750 Receiver (SN 6245R05527)	A
05/25/2024	2024 John Deere X590 Select Seriew Tractor	A
06/20/2024	Personal Crane Basket	A
06/29/2024	CAT 926 Wheel loader	A
10/07/2024	2020 Kleeman Mobicone MC)9SI Cone Crusher #99-815	A
10/07/2024	2020 Kleeman K015/MC110 ZI Exo Jaw Crusher #99-814	A
10/07/2024	2020 Kleeman Mobiscreen MS15Z Ad Screening #99-806	A
10/07/2024	2020 Kleeman Mobiscreen MS953 EvoScreening #99-817	A
11/01/2024	Brown Lenox portable jaw crushing plant 42-26ST	A
11/01/2024	Telesmith portable gyratory crushing plant 44HS-CC	A
11/01/2024	Erie Strayer MC6 Concrete Batch Plant	A
11/01/2024	PEP DOU Vibe high screen plant 92-695	A
11/01/2024	Godwin water pump CD150M s 0955054	A
11/01/2024	6" Gorman-Rupp water pump	A
11/01/2024	Gouds Pump Irri-gator water pump	A
11/01/2024	Miller Bobcat 20 welder/generator	A
11/01/2024	Cat gen set SN FSE00458	A
11/01/2024	Cedar Rapids 54 El-Jay Roller-Cone portable plant	A
11/01/2024	Construction office trailer 10'x44'	A
11/01/2024	Rice Lake Survivor truck platform scale	A
11/01/2024	225 Cardinal LED Scale Read out	A
11/01/2024	Electric Switch Gear Control Center 30' Container	A
11/01/2024	Cat 345CL year02006	A
11/01/2024	Cat 349FL	A
11/01/2024	Cat 972M	A
11/01/2024	Cat 980G	A
11/01/2024	Dell Inspiron 15 laptop computer	A
11/01/2024	Lenovo laptop computer	A
11/01/2024	Misc Aggregate testing equipment	A
11/01/2024	Miscellaneous tools	A
11/01/2024	500 gallon fuel tank w pump	A
11/01/2024	20' container & misc tools	A
11/01/2024	40' Van tailer w contents	A
11/01/2024	H&B Hot Mix Asphalt Plant	A
12/31/2024	2025 Lowboy 65T Trailer #25-821	A
04/12/2025	Fork Lift, JLG 55Ft #85-825	A
04/12/2025	Cold Planer HF/XPS #50-828	A
04/12/2025	Skid Steer Cat265 #50-826	A
04/12/2025	Paver CAT AP1055 #95-205	A
04/12/2025	Roller CAT CB10 #80-827	A
04/12/2025	Tandem Vib Roller Compactor CAT CB13 #80-831	A
04/12/2025	Vib Asphalt Compactor Roller CATT CB10 #80-783	A
04/23/2025	Grader blade GB124 #99-829	A
05/23/2025	Asphalt plant hardware from Command Alkon	A
05/26/2025	3" Unloading Pump Package-asphalt plant	A
05/29/2025	Generator #99-845	A
06/02/2025	2025 Sure trac 7x18 Tilt 14k	A
06/06/2025	2026 Manac Stl Sigle drop trailer #840	A
06/06/2025	2026 Manac Stl Single Drop trailer #841	A
06/06/2025	2026 Manac Stl Single Drop trailer #842	A
06/06/2025	2026 Manac Stl Single Drop trailer #843	A
06/23/2025	2025 Nitro 8.5x20 SC #26-836	A
06/24/2025	Miller Welder	A
07/02/2025	Trailer #837	A
07/15/2025	Asphalt tank (Milton quarry)	A

Date Acq	Description	Status
Asset A/C#: 10520 - EQUIPMENT		
07/17/2025	Skid steer #50-846	A
07/21/2025	Excavator #75-847	A
07/21/2025	Excavator #75-848	A
09/08/2025	Integrity Trailer #26-857	A
09/17/2025	Paving roller RD12L90 #80-861	A
10/08/2025	Hydraulic Ring Saw	A
10/15/2025	Trailer/pressure washer	A
10/27/2025	Cold Planer #50-856	A
12/29/2025	Poly 7'6" Side Shift Vrush 74HP	A
12/29/2025	Hydraulic Excav 305-07CR #75-884	A
12/29/2025	CAT Hydraulic excavator 305-07CR #75-864	A
12/31/2025	CAT #50-863	A
Grand totals: 10520 (450 assets)		
Asset A/C#: 10530 - HEAVY TRUCKS & TRAILERS		
03/26/1996	SCHWING PUMP & BOOM - UN IT #30	A
03/26/1996	MACK MR 688S TRK - UNIT #30	A
03/28/1997	[LKT000002] TRADED 02/01/01 NBV-B 0.00	A
06/19/1997	BEAU-ROC 14' x 48" x 60' DUMP BODY	A
05/04/1998	[LKT000005] TRADED 04/13/06 NBV-F 0.00	A
06/15/1998	93 MACK TRUCK - #10 -SN:023059	A
05/18/1999	1999 MID-ATLANTIC 82" X 18'	A
04/07/2000	1988 INT'L - WATER TRUCK - UNIT #200	A
05/15/2000	TW312 8' x 16' UTILITY TRAILER	A
02/01/2001	[LKT000002] TRADED 08/07/03 NBV-B 0.00	A
03/19/2001	1999 FRGHT DUMP TRUCK - UNIT # 87	A
04/09/2001	1986 32' GREAT DANE TRAILER	A
04/09/2001	1972 26' GINDY TRAILER	A
04/16/2001	KENWORTH TRACTOR - UNIT # 107	A
04/23/2001	2001 PACE AMERICA TRAILER	A
05/04/2001	SCHWING PUMP TRUCK - UNIT #39	A
12/31/2003	2004 INTL DUMP - UNIT #133	A
03/22/2004	2004 KENWORTH TRACTOR - UNIT #72	A
04/21/2004	DORSEY DUMP TRAILER	A
05/07/2004	INTL DUMP TRUCK - UNIT #141	A
10/14/2004	DYNAWELD BUS TRAILER	A
04/27/2005	WATER TANK FOR #48	A
06/07/2005	INTERSTATE TRAILER 7'x16'X6'8"	A
04/13/2006	[LKA000005] 2006 ROGERS LOWBED TRAILER	A
06/07/2006	2007 FRHTLNR DUMP - UNIT # 105	A
08/31/2006	2006 FRHT OIL TRUCK 0 UNIT #158	A
08/08/2007	2007 FRGHT LUBE TRUCK #165	A
04/25/2008	2007 FREIGHTLINER DUMP - UNIT #174	A
07/02/2008	2009 FREIGHTLINER DUMP - UNIT #177	A
01/01/2009	2006 KENWORTH DUMP #P8	A
01/01/2009	2003 CAM TRAILER #P11	A
04/29/2011	2011 TRAILBOSS 27 TON TILT TRAILER #302	A
05/10/2011	ATLAS COPCO AIR COMPRESSOR #297	A
05/25/2012	FORD F800 DISTRIBUTOR TRUCK #340	A
10/01/2012	BRAVO TRAILER #345	A
12/28/2012	4 PRECAST TRAILERS #ERS 357 THRU 360	A
04/22/2013	2013 HAULMARK TRAILER #369	A
07/23/2013	BROVO TRAILER - UNIT #374	A
12/19/2013	2014 BRAVO TRAILER =- UNIT #386	A
04/18/2014	LOWBOY #391	A
06/30/2014	JOB TRAILER #398	A
08/12/2015	2015 WELLS CARGO TRAILER 7X14 #451	A
08/27/2015	2015 WELLS CARGO TRAILER 8.5X24 #452	A
12/22/2015	2016 KENWORTH FUEL TRUCK #462	A
12/31/2015	WACKER LIGHT TOWER #470	A
12/31/2015	WACKER LIGHT TOWER #471	A
06/24/2016	BRAVO TRAILER #482	A
06/24/2016	BRAVO TRAILER #483	A
12/29/2016	GENERATOR #501	A
12/30/2016	KAESER COMPRESSOR #505	A
12/30/2016	2016 KW TRACTOR #500	A
04/11/2017	2017 FINN HYDROSEEDER #511	A
06/22/2017	2017 MESSAGE BOARD #534	A
06/22/2017	2017 MESSAGE BOARD #535	A
06/29/2017	2018 BRAVO TRAILER #532	A
06/29/2017	2018 BRAVO TRAILER #533	A
02/27/2018	HYDROGRASS STRAW BLOWER #576	A
07/01/2018	THAWZALL #574	A

Date Acq	Description	Status
Asset A/C#: 10530 - HEAVY TRUCKS & TRAILERS		
12/05/2018	2 LIGHT TREES #598 & #599	A
12/12/2018	WACKER GENERATOR #597	A
03/29/2019	PAVING TRAILER #614	A
12/23/2019	HEATER #638	A
05/09/2020	BRAVO TRAILER #645	A
06/19/2020	BRAVO TRAILER #648	A
09/10/2020	PETERBUILT SERVICE TRUCK #653	A
11/09/2020	TRAILBOSS TRAILER #660	A
04/02/2021	TRAILER #681	A
05/17/2021	LIGHT TOWER #684	A
07/24/2021	TRAILER #685	A
10/07/2021	VACUUM EXCAVATOR TRAILER #692	A
10/09/2021	LOADER #83 COMPRESSOR	A
02/10/2022	OFFICE TRAILER	A
02/24/2022	THAWZALL GROUND HEATER	A
02/28/2022	MESSAGE BOARD	A
04/06/2022	MESSAGE BOARD	A
06/28/2022	PAVING TACK TRAILER #729	A
09/30/2022	VER-MAC AROW BOARD #26-739	A
12/14/2023	2023 Sure Trac SN 5JW1U182XP2408101 #26-805	A
12/14/2023	2023 Bwise SN 58CB1TE21PC003382 #26-806	A
11/01/2024	Haul Truck Komatsu HD325-6	A
12/19/2024	2025 Western Star 47x #10-114	A
12/19/2024	2025 Western Star 47x #10-113	A
06/20/2025	2024 ABS LRC339 Trailer #25-845	A
12/31/2025	CAT 730 #70-868	A
Grand totals: 10530 (84 assets)		
Asset A/C#: 10560 - UPC ASSET BASIS AJE		
01/01/2009	UPC ASSET BASIS ADJUSTMENT	A
Grand totals: 10560 (1 asset)		
Asset A/C#: 10570 - VEHICLES		
04/02/1999	[LKT000001] TRADED 12/13/00 NBV-B 0.00	A
04/30/1999	[LKT000004] TRADED 04/26/06 NBV-F 0.00	A
08/30/2002	2000 GMC FURNITURE TRK - UNIT #122	A
12/23/2002	2002 MERCEDES E CLASS	A
04/25/2005	2005 FORD F250 P/U - UNIT #142	A
12/29/2005	2006 FORD F350 P/U - UNIT # 152	A
12/29/2005	2006 FORD F250 P/U - UNIT # 149	A
04/26/2006	[LKA000004] 1999 CHEVY - UNIT # 103	A
08/31/2007	2008 CHEVY AVALANCHE #13	A
12/30/2010	2011 CHEVY 2500 #277	A
12/30/2010	2011 CHEVY 2500 #291	A
12/31/2010	DODGE RAM 3500 - CLIF #258	A
05/02/2012	CHEVY 2500 #335	A
05/02/2012	CHEVY 2500 #336	A
05/07/2012	CHEVY 2500 #338	A
05/07/2012	CHEVY 2500 #339	A
03/29/2013	2013 GMC SWERRA 2500 #364	A
08/09/2013	2013 DODGE RAM P/U - UNIT #376	A
12/27/2013	2012 DODGE RAM 5500 - UNIT #388	A
06/30/2014	DODGE 3500 #397	A
07/17/2014	DODGE 1500 #404	A
09/08/2014	CHEVY 2500 #411	A
09/08/2014	CHEVY 2500 #412	A
09/29/2014	12 PASSANGER VAN #415	A
11/06/2014	GMC SIERRA 3500 #418	A
04/22/2015	2015 BMW X5	A
12/08/2015	2016 FORD F250 #458	A
12/24/2015	2016 GMC SIERRA 2500 #459	A
12/24/2015	2016 CHEVY 1500 #464	A
05/31/2016	2016 GMC 2500 #481	A
07/27/2016	2016 FORD F150 #13	A
12/28/2016	2017 GMC SIERRA #498	A
12/28/2016	2016 GMC SIERRA #497	A
04/10/2017	2017 FORD F250 #508	A
05/31/2017	2017 GMC 2500 #517	A
06/26/2017	2017 FORD F250 #530	A
10/24/2017	2017 FORD F250 #547	A
10/24/2017	2017FORD F250 #548	A
10/24/2017	2017 FORF F250 #549	A

Date Acq	Description	Status
Asset A/C#: 10570 - VEHICLES		
10/24/2017	2017 FORD F250 #550	A
12/31/2017	2018 FORD F250 #573	A
12/22/2018	2019 CHEVY #609	A
12/27/2018	2019 GMC #600	A
12/27/2018	2019 CHEVY 2500 #608	A
12/27/2018	2019 CHEVY 2500 #607	A
10/30/2019	GMC 2500 #621	A
10/31/2019	GMC 2500 #622	A
12/23/2019	GMC 2500 #627	A
02/29/2020	2020 RAM 1500 #640	A
07/10/2020	2020 FORD VAN #649	A
10/21/2020	2020 CHEVY 2500 #654	A
10/21/2020	2020 CHEVY 2500 #655	A
10/21/2020	2020 CHEVY 2500 #656	A
10/21/2020	2020 CHEVY 2500 #657	A
12/28/2020	1971 MERCEDES 280 SL ROADSTER #678	A
04/12/2021	CHEVY 2500 #682	A
08/26/2021	RAM 1500 #687	A
03/09/2022	2022 RAM 1500 #715	A
03/09/2022	2022 DODGE 1500 #716	A
06/16/2022	RAM 3500 #726	A
06/16/2022	RAM 3500 #727	A
06/28/2022	RAM 3500 #733	A
07/21/2022	RAM 3500 #730	A
07/21/2022	RAM 3500 #731	A
08/11/2022	RAM 3500 #30-734	A
09/22/2022	RAM 3500 #30-738	A
11/30/2022	2022 RAM 3500 # 30-747	A
01/20/2023	RAM 1500 #30-758	A
03/09/2023	GMC 1500 #30-776	A
06/13/2023	Toyota Tundra #30-781	A
07/25/2023	2022 Ram Truck #30-785	A
07/25/2023	2023 Ram Truck #30-787	A
09/07/2023	Ford F150 #30-142	A
10/10/2023	2023 Ford F150 #30-142	A
10/10/2023	2023 Ford F150 #30-138	A
10/10/2023	2023 RAm Truck #30-134	A
10/10/2023	2023 Ram Truck 3500 #30-136	A
10/10/2023	2023 Ford F150 #30-130	A
01/17/2024	2023 Ford F150 #30-132	A
02/15/2024	2024 Chevy Silverado 1500 #30-135	A
02/15/2024	2024Chevy Silverado 1500 #30-120	A
04/03/2024	2025 Ford E-350 #30-789	A
04/10/2024	2024 BMW X7 XDRIVE40I #30-03	A
04/29/2024	2024 Ford T150 Van #30-791	A
05/06/2024	2024 Ford F150 Pickup #30-164	A
05/06/2024	2024 Ford F10 Pickup #30-162	A
07/16/2024	Chrysler Capital #300	A
09/23/2024	2024 Chevy Silverado #30-205	A
10/14/2024	2024 Chevy Silverado #30-209	A
10/23/2024	2024 Ram 3500 #30-212	A
10/28/2024	2025 Chevy Silverado #30-33	A
10/28/2024	2025 Chevy Silverado #30-222	A
11/01/2024	Chevy F250 service truck 2006	A
11/27/2024	2025 Chevy Silverado #30-214	A
12/26/2024	2025 Chevy Silverado 3500HD #30216	A
12/26/2024	2025 Chevy Silverado 3500HD #30-217	A
12/26/2024	2025 Chevy Silverado 3500HD #30-218	A
03/19/2025	Volvo XC90 2025	A
04/29/2025	2025 Chevy Silverado #30-201	A
04/29/2025	2025 Chevy Silverado #30-208	A
05/27/2025	2025 Chevy Silverado #30-171	A
05/30/2025	2025 GMC Sierra #30-173	A
07/07/2025	2022 Chevy 6500 #30-199	A
10/27/2025	2020 Ram 1500 #30-196	A
Grand totals: 10570 (104 assets)		
Asset A/C#: 10590 - 10590 - QUARRY		
05/11/2009	QUARRY LEASE	A
Grand totals: 10590 (1 asset)		

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: S.D. Ireland Brothers Corporation

BY: Scott D. Ireland

TITLE: Scott D. Ireland, President

DATED: 4/22/26

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME Scott D. Ireland, President on THIS 22 DAY OF April, 2026

Kerri Germain

NOTARY PUBLIC - STATE OF Vermont

MY COMMISSION EXPIRES: 1/31/27



REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Attachment K: City of Burlington, Pre-Qualification of Construction Contractors Application.
9. Additional items as pertinent.

EJCDC® C-451, Qualifications Statement.
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S.D. IRELAND BROTHERS CORPORATION
CERTFICATE OF OFFICER
And
UNANIMOUS CONSENT

The undersigned Secretary of S.D. Ireland Brothers Corporation, a Vermont corporation (the "Corporation"), hereby certifies that the following resolution was duly adopted by unanimous written consent of the Board of Directors of the Corporation in lieu of any meeting for the purpose, in accordance with 11A V.S.A. Section 8.21, and such resolution is currently in full force and effect without modification:

RESOLVED, that the Corporation shall enter into a contract for the NORTON BF 0321 (21) (Re-Ad) Contract and such contract is hereby RATIFIED and APPROVED on such terms as Scott D. Ireland, the President of the Corporation, shall deem appropriates; and it is

FUTHER RESOLVED, that Scott D. Ireland, the President of the Corporation is hereby **AUTHORIZED** and **EMPOWERED** by and on behalf of the Corporation to execute and deliver the Contract, with such changes and modifications as he deems necessary and appropriate, and to execute and deliver all other documents and instruments, and to do all other acts and things, as are necessary or desirable in connection with the Contract, his execution and delivery of the Contract or any other such document or instrument to constitute conclusive evidence of this authority to act for the Corporation.

Permitted bidders are as follows; Scott D. Ireland, Kerri Germain, and Tyson Chouinard.

Dated as of the 15th day of January 2026.

Sophie D. Ireland, Secretary of the Corporation

WRITTEN CONSENT OF DIRECTORS:

Scott D. Ireland, President

Stephen D. Ireland, Vice President

Certification of Agreement to Comply with the City of Burlington's Livable Wage Ordinance

I, Scott D. Ireland, on behalf of S.D. Ireland Brothers Corp. ("the Contractor"), in connection with a contract for 26 Water Resources Distribution System services to be provided to the City of Burlington ("the City"), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City's Livable Wage Ordinance ("LWO"), B.C.O. 21-80 et seq., and that:

(1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract *(or the duration of the contracted project)*;

(a) Employees are entitled to 12 days of paid time off per year, which may be prorated subject to B.C.O. Sec. 21-82(c); and

(b) For a covered employer that provides employer assisted health care, the livable wage shall be at least $19.90 per hour; and

(d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least $22.11 per hour.

(2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;

(3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;

(4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;

(5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;

(6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

By signing below, I certify under the pains and penalties of perjury that I have personal knowledge of the foregoing or have made a reasonable inquiry thereinto, and that to the best of my knowledge and belief, the foregoing is true and correct. (See 13 V.S.A. 2904(b).)

Date: 4/22/26 By: _____ Scott D. Ireland, President

Contractor, or its duly authorized agent

IMPORTANT NOTE: Effective January 1, 2025, for covered employees not under a labor agreement and not working under an agreement subject to Davis-Bacon Act compliance for highway or heavy construction, if the contract or grant amount, inclusive of amendments, is $50,000 or greater, the vendor is required to certify payroll with each invoice. An acceptable form of certification is attached. Backup documentation may be requested in connection with random compliance audits. Certification of subcontractor or subconsultant payroll is required only upon request.

ATTACHMENT

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

I, Scott D. Ireland, President, on behalf of S.D. Ireland Brothers Corporation (Contractor) and in connection with the

26 Water Resources Distribution System [project],

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

Dated at Williston, Vermont this 22nd day of April, 20 26

By: _____
Duly Authorized Agent Scott D. Ireland, President

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, Scott D. Ireland, President, on behalf of S.D. Ireland Brothers Corporation (Contractor) and in connection with 26 Water Resources Distribution System (City contract/project/grant), hereby certify under oath that S.D. Ireland Brothers Corporation (Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

Dated at Williston, Vermont this 22nd day of April, 20 26

By: _____
Duly Authorized Agent Scott D. Ireland, President

PATRICK LEAHY
BURLINGTON
INTERNATIONAL AIRPORT

April 16, 2025

S.D. Ireland Brothers Corporation
P.O. Box 2286
So. Burlington, VT 05407

RE: Prequalification of Construction Contracts Application
with the City of Burlington, Vermont

S.D. Ireland Brothers Corporation:

After review of your Prequalification of Construction Contractors Application, your company is considered QUALIFIED to bid projects for the City of Burlington and Burlington International Airport within your company's field of services and financial capabilities. This Prequalification is valid for a period of one year and will expire on April 15, 2026.

Please note that all projects in excess of $15,000 at the Airport are subject to the City of Burlington Livable Wage Rates, and those receiving Federal funding are also subject to Davis Bacon Wage Rates. These will be provided with the Request for Proposal for the specific projects. Also, if you have not submitted your complete financial statement package at this time (CPA approved), you will be required to do so prior to executing any work contracts with the Airport.

Bid Requests and information on future projects will be available on the State business website (www.vermontbidsystem.com), Works in Progress (20 Farrell Street, South Burlington, VT 05403), and the Airport website (www.btv.aero).

If you have any questions, please give me a call at 802-503-7368.

Thank you for your interest in Patrick Leahy Burlington International Airport.

Sincerely,

Nic Longo, Director of Aviation

A: 1200 Airport Drive, #1 South Burlington, VT 05403
P: 802.863.2874

S.D. Ireland
Brothers Corporation
802-863-6222 • Fax: 802-860-1528
www.sdireland.com

April 15, 2026

Larry Lackey
Director of Planning, Engineering and Sustainability
Patrick Leahy Burlington International Airport
1200 Airport Drive #1
South Burlington, VT 05403

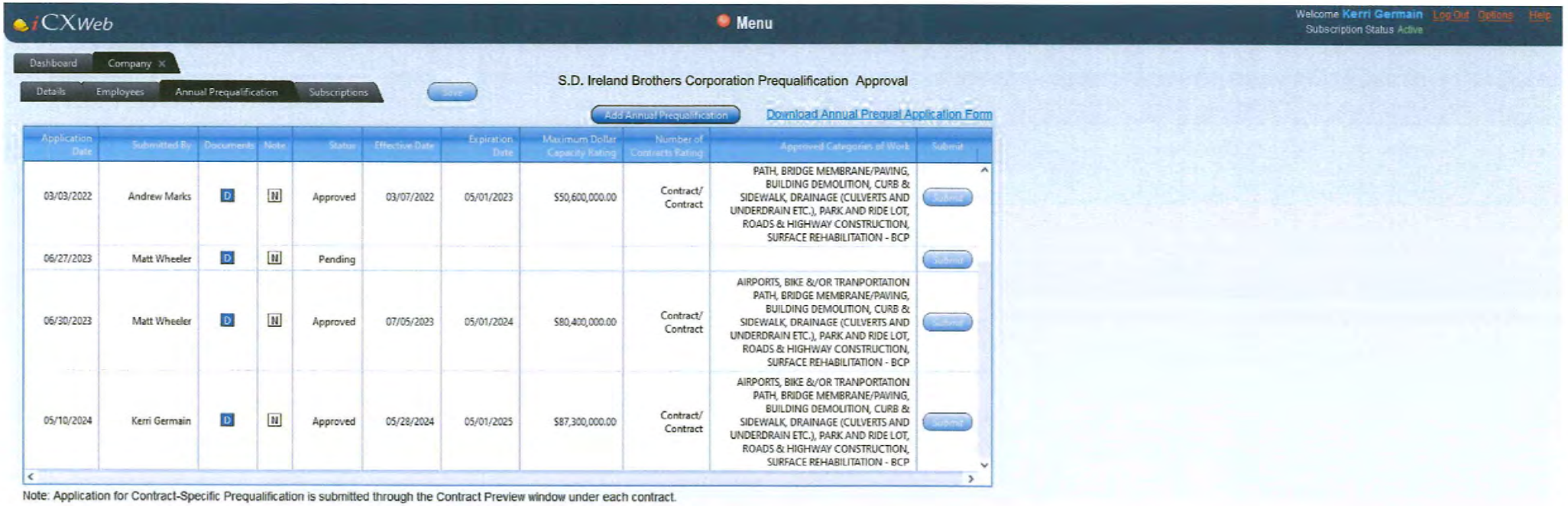
Dear Larry,

Enclosed is the City of Burlington Prequalification of Construction Contractors Application for S.D. Ireland Brothers Corporation for the 2026/2027 construction season. We have attached our current balance sheet. Our audited financial statements will follow by May 10th upon our audit completion.

Let me know if you have any questions or concerns with this application.

Thank you,

Scott D. Ireland
President
S.D. Ireland Brothers Corporation


iCXWeb
Menu
Welcome Kerri Germain Log Out Options Help
Subscription Status Active
Dashboard
Company
Details
Employees
Annual Prequalification
Subscriptions
Save
S.D. Ireland Brothers Corporation Prequalification Approval
Add Annual Prequalification
Download Annual Prequal Application Form
Application Date
Submitted By
Documents
Note
Status
Effective Date
Expiration Date
Maximum Dollar Capacity Rating
Number of Contracts Rating
Approved Categories of Work
Submit
03/03/2022
Andrew Marks
D
N
Approved
03/07/2022
05/01/2023
$50,600,000.00
Contract/ Contract
PATH, BRIDGE MEMBRANE/PAVING, BUILDING DEMOLITION, CURB & SIDEWALK, DRAINAGE (CULVERTS AND UNDERDRAIN ETC.), PARK AND RIDE LOT, ROADS & HIGHWAY CONSTRUCTION, SURFACE REHABILITATION - BCP
Submit
06/27/2023
Matt Wheeler
D
N
Pending
Submit
06/30/2023
Matt Wheeler
D
N
Approved
07/05/2023
05/01/2024
$80,400,000.00
Contract/ Contract
AIRPORTS, BIKE &/OR TRANPORTATION PATH, BRIDGE MEMBRANE/PAVING, BUILDING DEMOLITION, CURB & SIDEWALK, DRAINAGE (CULVERTS AND UNDERDRAIN ETC.), PARK AND RIDE LOT, ROADS & HIGHWAY CONSTRUCTION, SURFACE REHABILITATION - BCP
Submit
05/10/2024
Kerri Germain
D
N
Approved
05/28/2024
05/01/2025
$87,300,000.00
Contract/ Contract
AIRPORTS, BIKE &/OR TRANPORTATION PATH, BRIDGE MEMBRANE/PAVING, BUILDING DEMOLITION, CURB & SIDEWALK, DRAINAGE (CULVERTS AND UNDERDRAIN ETC.), PARK AND RIDE LOT, ROADS & HIGHWAY CONSTRUCTION, SURFACE REHABILITATION - BCP
Submit
Note: Application for Contract-Specific Prequalification is submitted through the Contract Preview window under each contract.

Attachment D

City of Burlington, VT

2026 WATER RESOURCES WATER DISTRIBUTION SYSTEM IMPROVEMENTS

Bid Tabulation

Bid Opening 4/22/2026

				ENGINEERS EST		DIRT TECH BID		SD IRELAND BID	
BID ITEM	**ITEM DESCRIPTION**	**UNITS**	**BID QTY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	2" Water Main	LF	265	$ 113.00	$ 29,945.00	$ 390.00	$ 103,350.00	$ 95.00	$ 25,175.00
2	6" Water Main	LF	50	$ 144.00	$ 7,200.00	$ 800.00	$ 40,000.00	$ 425.00	$ 21,250.00
3	8" Water Main	LF	2086	$ 156.00	$ 325,416.00	$ 170.00	$ 354,620.00	$ 225.00	$ 469,350.00
4	2" Gate Valve	EA	2	$ 1,950.00	$ 3,900.00	$ 4,800.00	$ 9,600.00	$ 3,250.00	$ 6,500.00
5	6" Gate Valve	EA	2	$ 2,400.00	$ 4,800.00	$ 5,100.00	$ 10,200.00	$ 4,450.00	$ 8,900.00
6	8" Gate Valve	EA	7	$ 3,300.00	$ 23,100.00	$ 6,100.00	$ 42,700.00	$ 5,750.00	$ 40,250.00
7	1" Water Services	LF	441	$ 108.00	$ 47,628.00	$ 225.00	$ 99,225.00	$ 130.00	$ 57,330.00
8	1.5" Water Services	LF	35	$ 114.00	$ 3,990.00	$ 175.00	$ 6,125.00	$ 135.00	$ 4,725.00
9	6" Water Services	LF	44	$ 144.00	$ 6,336.00	$ 315.00	$ 13,860.00	$ 150.00	$ 6,600.00
10	Curb Stop and Boxes	EA	6	$ 900.00	$ 5,400.00	$ 3,375.00	$ 20,250.00	$ 1,750.00	$ 10,500.00
11	Corporation Stops	EA	30	$ 900.00	$ 27,000.00	$ 2,200.00	$ 66,000.00	$ 1,550.00	$ 46,500.00
12	Ledge and Boulder Excavation	CYD	25	$ 600.00	$ 15,000.00	$ 2,880.00	$ 72,000.00	$ 250.00	$ 6,250.00
13	Unsuitable Material	CYD	2130	$ 90.00	$ 191,700.00	$ 127.00	$ 270,510.00	$ 5.00	$ 10,650.00
14	Permanent Patch Pavement Repair for Roads	SY	2388	$ 120.00	$ 286,560.00	$ 70.00	$ 167,160.00	$ 70.00	$ 167,160.00
15	Pavement Repair for Driveways	SY	133	$ 78.00	$ 10,374.00	$ 210.00	$ 27,930.00	$ 115.00	$ 15,295.00
16	Concrete curb replacement	LF	265	$ 78.00	$ 20,670.00	$ 160.00	$ 42,400.00	$ 150.00	$ 39,750.00
17	Concrete sidewalk replacement	SY	28	$ 168.00	$ 4,704.00	$ 960.00	$ 26,880.00	$ 300.00	$ 8,400.00
18	Rigid Trench Insulation	LF	120	$ 6.00	$ 720.00	$ 80.00	$ 9,600.00	$ 15.00	$ 1,800.00
19.A	Abandon Existing Water Line - Summit Street	LS	1	$ 19,350.00	$ 19,350.00	$ 18,200.00	$ 18,200.00	$ 18,000.00	$ 18,000.00
19.B	Abandon Existing Water Line - Pine Street	LS	1	$ 36,600.00	$ 36,600.00	$ 36,400.00	$ 36,400.00	$ 32,000.00	$ 32,000.00
20.A	Preparation of Site and Miscellaneous Work - Summit Street	LS	1	$ 81,300.00	$ 81,300.00	$ 97,800.00	$ 97,800.00	$ 90,000.00	$ 90,000.00
20.B	Preparation of Site and Miscellaneous Work - Pine Street	LS	1	$ 161,700.00	$ 161,700.00	$ 150,000.00	$ 150,000.00	$ 160,000.00	$ 160,000.00
20.C	Preparation of Site and Miscellaneous Work - Bennington Court	LS	1	$ 24,000.00	$ 24,000.00	$ 45,940.00	$ 45,940.00	$ 50,000.00	$ 50,000.00
		TOTAL BASE BID #1:			$ 1,337,393.00		$ 1,730,750.00		$ 1,296,385.00

				ENGINEERS EST		DIRT TECH BID		SD IRELAND BID	
BID ITEM	**ITEM DESCRIPTION**	**UNITS**	**BID QTY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
BA1	Main Street Intersection Work	LF	1	$ 150,000.00	$ 150,000.00	$ 40,250.00	$ 40,250.00	$ 30,000.00	$ 30,000.00
		TOTAL BID ALT #1:			$ 150,000.00		$ 40,250.00		$ 30,000.00

	ENGINEERS EST	DIRT TECH BID	SD IRELAND BID
TOTAL BASE BID (base bid #1 and alternate bid #1)	$ 1,487,393.00	$ 1,771,000.00	$ 1,326,385.00

Mary Bourque, PE
Water Resources Engineer
DPW - Water Resources

Attachment E

Project Name: 2026 Water Resources Water Distribution System Improvements DWSRF Loan# RF3-602-3.0

5/1/2026 ENR CCI 11****0

Area for State of Vermont WID REVIEWED **/**/21

CONSULTANT COMPLETES Columns B through K: See Direction Tab

SRF Design and Construction Engineers Complete

See DIRECTIONS TAB

PERCENTAGE SPLITS	BID Tabs	Item Description	TOTAL Quantity	Units	Unit Cost	Total Cost	Asset Life	#DIV/0! CWSRF Loan Preliminary Eligibility #DIV/0!	CWSRF Loan Preliminary Eligibility #DIV/0!	PC Grant Preliminary Eligibility 0%	#DIV/0! DWSRF Preliminary Loan Eligibility #DIV/0!	DWSRF Preliminary Loan Eligibility #DIV/0!	#DIV/0! ARPA Program #DIV/0!	ARPA Program #DIV/0!	#DIV/0! #DIV/0!	Green Project Reserve (GPR) Eligibility, CWSRF Only: Green Infrastructure	Energy Efficiency	Water Efficiency	Environmental Innovation
Construction Costs																			
Contract #1		Contract 1								$ -									
	1	2" WATER MAIN	265	LF	$ 95.00	$ 25,175.00					$ 25,175.00								
	2	6" WATER MAIN	50	LF	$ 425.00	$ 21,250.00					$ 21,250.00								
	3	8" WATER MAIN	2,086	LF	$ 225.00	$ 469,350.00					$ 469,350.00								
	4	2" GATE VALVE	2	EA	$ 3,250.00	$ 6,500.00					$ 6,500.00								
	5	6" GATE VALVE	2	EA	$ 4,450.00	$ 8,900.00					$ 8,900.00								
	6	8" GATE VALVE	7	EA	$ 5,750.00	$ 40,250.00					$ 40,250.00								
	7	1" WATER SERVICES	441	LF	$ 130.00	$ 57,330.00					$ 57,330.00								
	8	1.5" WATER SERVICES	35	LF	$ 135.00	$ 4,725.00					$ 4,725.00								
	9	6" WATER SERVICES	44	LF	$ 150.00	$ 6,600.00					$ 6,600.00								
	10	CURB STOP AND BOXES	6	EA	$ 1,750.00	$ 10,500.00					$ 10,500.00								
	11	CORPORATION STOPS	30	EA	$ 1,550.00	$ 46,500.00					$ 46,500.00								
	12	LEDGE AND BOULDER EXCAVATION	25	CYD	$ 250.00	$ 6,250.00					$ 6,250.00								
	13	UNSUITABLE MATERIAL	2,130	CYD	$ 5.00	$ 10,650.00					$ 10,650.00								
	14	PERMANENT PATCH PAVEMENT REPAIR FOR ROADS	2,388	SY	$ 70.00	$ 167,160.00					$ 167,160.00								
	15	PAVEMENT REPAIR FOR DRIVEWAYS	133	SY	$ 115.00	$ 15,295.00					$ 15,295.00								
	16	CONCRETE CURB REPLACEMENT	265	LF	$ 150.00	$ 39,750.00					$ 39,750.00								
	17	CONCRETE SIDEWALK REPLACEMENT	28	SY	$ 300.00	$ 8,400.00					$ 8,400.00								
	18	RIGID TRENCH INSULATION	120	LF	$ 15.00	$ 1,800.00					$ 1,800.00								
	19.A	ABANDON EXISTING WATER LINE - SUMMIT STREET	1	LS	$ 18,000.00	$ 18,000.00					$ 18,000.00								
	19.B	ABANDON EXISTING WATER LINE - PINE STREET	1	LS	$ 32,000.00	$ 32,000.00					$ 32,000.00								
	20.A	PREPARATION OF SITE AND MISCELLANEOUS WORK - SUMMIT STREET	1	LS	$ 90,000.00	$ 90,000.00					$ 90,000.00								
	20.B	PREPARATION OF SITE AND MISCELLANEOUS WORK - PINE STREET	1	LS	$ 160,000.00	$ 160,000.00					$ 160,000.00								
	20.C	PREPARATION OF SITE AND MISCELLANEOUS WORK - BENNINGTON COURT	1	LS	$ 50,000.00	$ 50,000.00					$ 50,000.00								
	Add Alt. 1	MAIN STREET INTERSECTION WORK	1	LS	$ 30,000.00	$ 30,000.00				$ -	$ 30,000.00								
										$ -									
		(Insert Items and Quantities to Match Bid Form)	0							$ -									
			0							$ -									
		Contingency - SEE DIRECTIONS TAB	20%			$ 265,277.00		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!				
Change Orders										$ -									
Change Order 1		(Insert Items and Quantities, if any to Match CO)								$ -									
Change Order 2										$ -									
Change Order 3										$ -									
Change Order 4										$ -									
Change Order 5										$ -									
Change Order xxxxx										$ -									
Small Purchases										$ -									
Engineering Costs																			
Engineering Planning Adv		EPA PC ****						$ -		$ -					$ -				
															$ -				
Step 1 Preliminary Eng		Include Loan #s													$ -				
		Standard Engineering Services (Basic and Special)	Original ESA																
		Preliminary Engineering Report																	
		Environmental Information Document, Hearings and Meetings																	
		Data Review and Collection																	
		Soil Borings																	
		Project Development Meetings (30/60/90)																	
		Initial Bond Vote Assistance																	
		GIS and Surveying Services																	
		Non-Standard Services (Basic and Special)																	
		Cleaning and TV-ing subcontractor		NTE															
		Land Surveyor ROW, Easement, and Plat		NTE															
		Hydrogeology		NTE															
		Historical/Archaeological		NTE															
		Contamination Investigations		NTE						$ -					$ -				
		Leakage, Inflow and Infiltration Studies		NTE						$ -					$ -				
		Pilot Testing		NTE						$ -					$ -				
		Evaluation of New Technologies		NTE						$ -					$ -				
		Building Material Testing (Asbestos, Lead, PCBs, etc)		NTE						$ -					$ -				
		Bond Vote Assistance Following Failed Vote		NTE						$ -					$ -				
		Pre-approved items from EJCDC part 2, A2.01.A.		NTE						$ -					$ -				
		Environmental Impact Study Related Work		NTE											$ -				
Step 2 Final Design		Include Loan #s: RF1-***/WPL-***													$ -				
		Standard Engineering Services (Please see Directions)								$ -					$ -				
		Final Design, Plans and Specifications				$ -	LS			$ -					$ -				
		Project Development Meetings (30/60/90)				$ -	NTE			$ -					$ -				
		Construction Cost Estimate (PCS Template)				$ 1,448.00	NTE			$ -	$ 1,448.00				$ -				
		Basis of Final Design				$ -	NTE			$ -	$ -				$ -				
		Non Standard Engineering Services													$ -				
		List as they will appear on your invoicing.				$ -	NTE			$ -					$ -				
		All Subcontractors should be listed Separately				$ -	NTE			$ -					$ -				
						$ -									$ -				
Step 3 Engineering Services		Include Loan #s													$ -				
		Standard Engineering Services (Please see Directions)																	
		Bid Phase Services				$ -	NTE												
		Construction Contract Management				$ 48,845.00	NTE												
		Resident Project Representative				$ 121,598.00	NTE			$ -					$ 121,598.00				
		Construction Administration				$ -	NTE			$ -					$ -				
		Contract Administration				$ -	NTE			$ -					$ -				
		Non Standard Engineering Services																	
		Materials testing for quality control, during construction				$ 3,920.00	NTE												
		Post Construction:																	
		Walkthrough																	
		Record Dwgs					NTE												
		O&M Manual				$ -	NTE			$ -					$ -				
		Closeout Documentation				$ -	NTE			$ -					$ -				
		Federal Cross Cutters (required field)				$ -	NTE			$ -					$ -				
Other Costs																			
		Administration								$ -	$ -				$ -				
		Legal								$ -	$ -				$ -				
		Bond Vote Assistance													$ -				
		Land Acquisition													$ -				
		Short term interest													$ -				
SUBTOTAL ENGINEERING COSTS						$ 175,811.00													
SUBTOTAL SUBCONSULTANT COSTS																			
TOTAL ESTIMATED CONSTRUCTION COST						$ 1,591,662.00		#DIV/0!	#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!				
TOTAL ESTIMATED PROJECT COST						$ 1,767,473.00		#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	$ -	$ -	$ -	$ -
BOND Date						3/3/2025		**/**/20**		**/**/20**	**/**/20**				**/**/20**				
BOND or FUNDING CAPACITY						$7,500,000.00				$ -									
Remaining Bond Capacity						#DIV/0!				Check Availability									
Administrative+Legal % of Total Construction Cost is :			0.00%																
CW Loan Eligibility Total								#DIV/0!											
DW Loan Eligible											#DIV/0!		ARPA						
GPR Eligibility Total								$ -					#DIV/0!						
PC Grant Award										$ -									
Remaining PC Grant Eligibility										#DIV/0!									

ERUs

CWSRF User Rate Calculation

Cost Weighted Asset Life	#DIV/0!
Existing User Rate	
Additional New O&M annual	
User Rate	#DIV/0! /year
MHI	
Affordability	#DIV/0!

Notes:

1. Include any assumptions.

2. Include source(s) of data for asset life.
=AA169+AA168+PMT(0.02,AA167,M162)/Z165 IS NEW for V13. Used to be J165

GPR Narrative:

Attachment F

Mary Bourque

From: Lavalette, Chris <Chris.Lavalette@vermont.gov>
Sent: Thursday, April 30, 2026 10:56 AM
To: Mary Bourque
Subject: RE: Reference Check Questions for S.D. Ireland (Please respond by 5/4 if possible)

[WARNING]: This email was sent from someone outside of the City of Burlington.

Mary,

I have commented in Red below.

From: Mary Bourque <mbourque@burlingtonvt.gov>
Sent: Thursday, April 30, 2026 9:33 AM
To: Lavalette, Chris <Chris.Lavalette@vermont.gov>
Subject: Reference Check Questions for S.D. Ireland (Please respond by 5/4 if possible)

> You don't often get email from mbourque@burlingtonvt.gov. Learn why this is important

EXTERNAL SENDER: Do not open attachments or click on links unless you recognize and trust the sender.
Hello Chris,

We are doing reference checks for S.D. Ireland Brothers (SDI) for our project at Burlington. SDI is the low bidder on a distribution system improvements project for approximately $1,300,000. The project includes replacement of approximately 2,500 linear feet of water main and appurtenances, paving and surface restoration.

If you could take a few minutes to answer the following reference questions by Monday (5/4) it would be greatly appreciated:

- Did you work with SDI on a similar type of construction project? I worked with SDI on waterline installation and improvements on the Exit 16 DDI project .
- What was the scope and approximate cost of the construction project? SDI performed many utility upgrades including new waterline, hydrants, valves, this portion of the project was around $350,000. Project was many utility, drainage improvements and walking paths and more totaling nearly 10 million..
- Who managed the project at SDI and did they do a good job? Matt Wheeler and Kurt Hutchins managed the project. The project was well managed with open lines of communication.

- What Subs were on the project and was SDI able to control the Subs? SDI managed their subs very well. We had FWW, Maine drilling and Blasting, L&D.
- Did SDI perform quality work and remain on schedule? SDI performed quality work and completed the project ahead of schedule.
- Did SDI request an excessive amount of change orders, and if so, what was the approximate percentage of the entire project? SDI didn't request an excessive amount of change orders.
- Were there any issues with the SDI Safety Program? We encountered no safety issues. We were working day and night and traffic in this location was always a concern, but they had a plan for all aspects that we discussed prior to implementing and discussed changes if we determined they were needed.
- Did SDI complete the punch list and project closeout effectively? YES
- Would you recommend SDI and do you have any other thoughts to share? I would recommend SDI, my experience with them (currently working with them again) is they have good communication, and willingness to do what it takes to do the task correctly. They do like to have a plan and continue to work forward, when concerns or problems occur they want to move forward so they have been willing to communicate with ideas to make that happen. Overall I have had mostly positive experiences with them.

Thank you!
Mary

Mary Bourque, PE (*she/her*)
Water Resources Engineer
Mobile: (802) 809-1765

53 Lavalley Lane
Burlington, VT 05401

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

Mary Bourque

From: Jeffrey Kershner <jkershner@dlhce.com>
Sent: Friday, May 1, 2026 8:36 AM
To: Mary Bourque
Subject: RE: Reference Check Questions for S.D. Ireland (Please respond by 5/4 if possible)

[WARNING]: This email was sent from someone outside of the City of Burlington.

Hello Mary –

Please see the responses below in red.

~jeff

From: Mary Bourque <mbourque@burlingtonvt.gov>
Sent: Thursday, April 30, 2026 9:32 AM
To: Jeffrey Kershner <jkershner@dlhce.com>
Subject: Reference Check Questions for S.D. Ireland (Please respond by 5/4 if possible)

Hello Jeffrey,

We are doing reference checks for S.D. Ireland Brothers (SDI) for our project at Burlington. SDI is the low bidder on a distribution system improvements project for approximately $1,300,000. The project includes replacement of approximately 2,500 linear feet of water main and appurtenances, paving and surface restoration.

If you could take a few minutes to answer the following reference questions by Monday (5/4) it would be greatly appreciated:

- Did you work with SDI on a similar type of construction project? Yes.
- What was the scope and approximate cost of the construction project? Installation of approximately 1,200 lf of 8" DI waterline, reconstruction of approximately 1,200 lf of roadway, and resurfacing of approximately 900 lf of roadway. Approximately $1,200,000.
- Who managed the project at SDI and did they do a good job? PM was Doug Marek and was good to work with.
- What Subs were on the project and was SDI able to control the Subs? They had a sub for granite curb installation. No issues from our standpoint.

- Did SDI perform quality work and remain on schedule? Yes on quality work. The project did run slightly over schedule due mostly to weather and factors outside of their control.
- Did SDI request an excessive amount of change orders, and if so, what was the approximate percentage of the entire project? Very minimal change order requests.
- Were there any issues with the SDI Safety Program? No.
- Did SDI complete the punch list and project closeout effectively? Yes.
- Would you recommend SDI and do you have any other thoughts to share? Yes I would recommend SDI.

Thank you!
Mary

Mary Bourque, PE (*she/her*)
Water Resources Engineer
Mobile: (802) 809-1765

53 Lavalley Lane
Burlington, VT 05401

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

To: Laura Wheelock <lwheelock@burlingtonvt.gov>
Cc: Madeline Suender <msuender@burlingtonvt.gov>
Subject: Reference Check Questions for S.D. Ireland (Please respond by 5/4 if possible)

Hi Laura,

We are doing reference checks for S.D. Ireland Brothers (SDI) for our water main project. SDI is the low bidder on a distribution system improvements project for approximately $1,300,000. The project includes replacement of approximately 2,500 linear feet of water main and appurtenances, paving and surface restoration.

If you could take a few minutes to answer the following reference questions by Monday (5/4) it would be greatly appreciated:

- Did you work with SDI on a similar type of construction project? Yes, it is ongoing. Water work is complete
- What was the scope and approximate cost of the construction project? The scope was full water/sewer/utility replacement and relocation and streetscape work. SDI has spent $24.4M thus far and has $4.5M remaining in their current contract.
- Who managed the project at SDI and did they do a good job? John Magnus/Kim Nefferdorf – yes they continue to be responsive.
- What Subs were on the project and was SDI able to control the Subs? SDI used PB wastewater, they were able to work with and manage all subs. Occasionally issues with availability for their subs caused long lead times but the work was completed and the overall schedule was not impacted.
- Did SDI perform quality work and remain on schedule? SDI's schedule shifted for various work types but their overall schedule is looking to be complete ahead of schedule. They were able to communicate outages well to the public and were responsive to DPW/WR utility outage requirements
- Did SDI request an excessive amount of change orders, and if so, what was the approximate percentage of the entire project? There are many ongoing CO's that SDI is taking very long to complete and they are having issues dedicating time to completing this paperwork.
- Were there any issues with the SDI Safety Program? No

- Did SDI complete the punch list and project closeout effectively? This is ongoing. The main WR item we are still waiting on in regards to this punch list is as-built data
- Would you recommend SDI and do you have any other thoughts to share? I would recommend SDI as they are familiar with and responsive to Burlington's needs in regards to vast public outreach with utility impacts. They also work efficiently and carefully in the ROW doing utility work on very old systems with many unknowns.

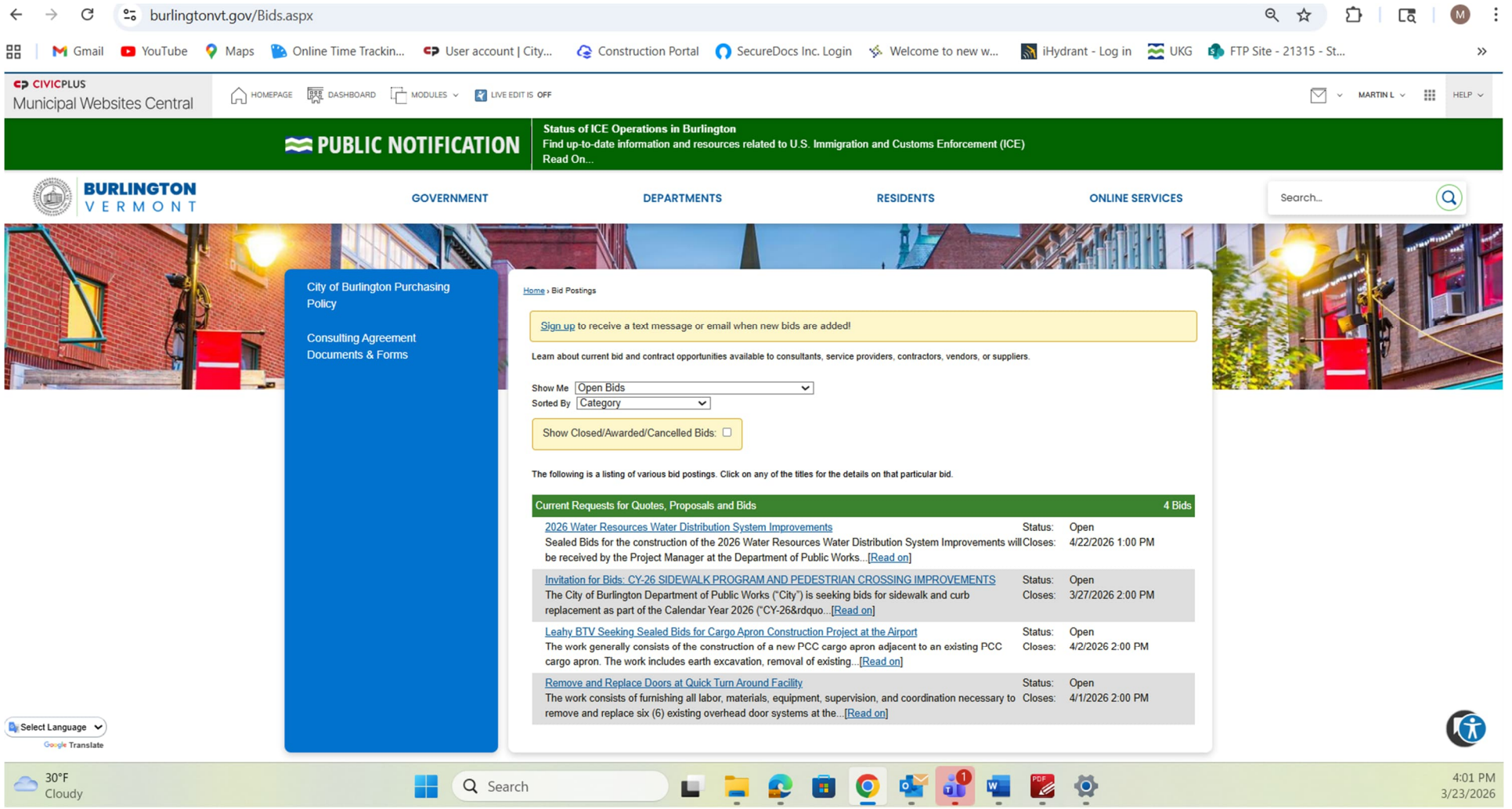
Thank you!
Mary

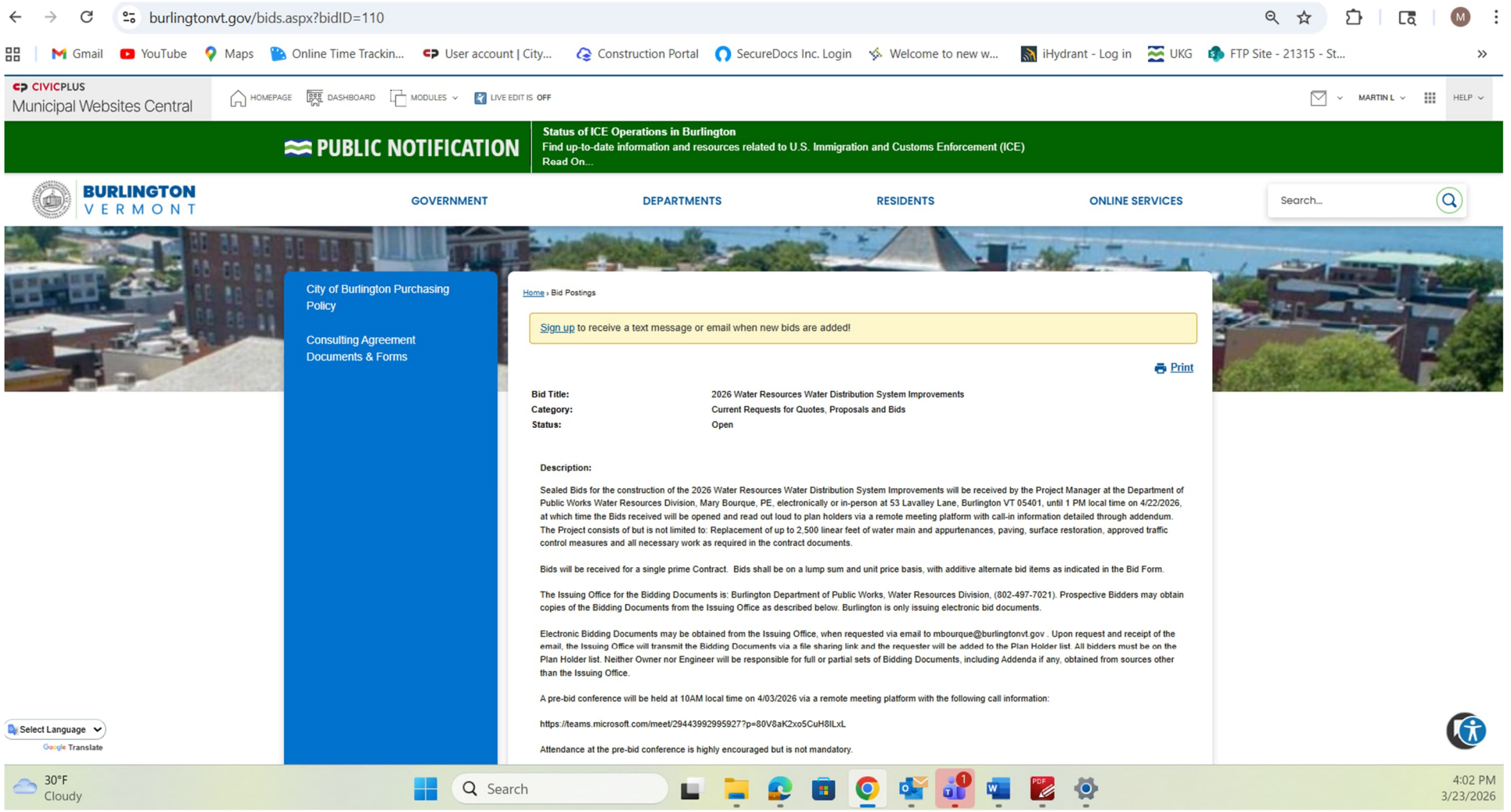
Mary Bourque, PE (*she/her*)
Water Resources Engineer
Mobile: (802) 809-1765

53 Lavalley Lane
Burlington, VT 05401

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

Attachment G


burlingtonvt.gov/Bids.aspx
CIVICPLUS
Municipal Websites Central
PUBLIC NOTIFICATION
Status of ICE Operations in Burlington
Find up-to-date information and resources related to U.S. Immigration and Customs Enforcement (ICE)
Read On...
BURLINGTON VERMONT
GOVERNMENT
DEPARTMENTS
RESIDENTS
ONLINE SERVICES
Search...
City of Burlington Purchasing Policy
Consulting Agreement Documents & Forms
Home › Bid Postings
Sign up to receive a text message or email when new bids are added!
Learn about current bid and contract opportunities available to consultants, service providers, contractors, vendors, or suppliers.
Show Me Open Bids
Sorted By Category
Show Closed/Awarded/Cancelled Bids:
The following is a listing of various bid postings. Click on any of the titles for the details on that particular bid.
Current Requests for Quotes, Proposals and Bids 4 Bids
2026 Water Resources Water Distribution System Improvements
Sealed Bids for the construction of the 2026 Water Resources Water Distribution System Improvements will be received by the Project Manager at the Department of Public Works...[Read on]
Status: Open
Closes: 4/22/2026 1:00 PM
Invitation for Bids: CY-26 SIDEWALK PROGRAM AND PEDESTRIAN CROSSING IMPROVEMENTS
The City of Burlington Department of Public Works (“City”) is seeking bids for sidewalk and curb replacement as part of the Calendar Year 2026 (“CY-26&rdquo...[Read on]
Status: Open
Closes: 3/27/2026 2:00 PM
Leahy BTV Seeking Sealed Bids for Cargo Apron Construction Project at the Airport
The work generally consists of the construction of a new PCC cargo apron adjacent to an existing PCC cargo apron. The work includes earth excavation, removal of existing...[Read on]
Status: Open
Closes: 4/2/2026 2:00 PM
Remove and Replace Doors at Quick Turn Around Facility
The work consists of furnishing all labor, materials, equipment, supervision, and coordination necessary to remove and replace six (6) existing overhead door systems at the...[Read on]
Status: Open
Closes: 4/1/2026 2:00 PM
Select Language
Google Translate
30°F
Cloudy
Search
4:01 PM
3/23/2026


burlingtonvt.gov/bids.aspx?bidID=110
CIVICPLUS
Municipal Websites Central
PUBLIC NOTIFICATION
Status of ICE Operations in Burlington
Find up-to-date information and resources related to U.S. Immigration and Customs Enforcement (ICE)
Read On...
BURLINGTON
VERMONT
GOVERNMENT
DEPARTMENTS
RESIDENTS
ONLINE SERVICES
Search...
City of Burlington Purchasing Policy
Consulting Agreement Documents & Forms
Home › Bid Postings
Sign up to receive a text message or email when new bids are added!
Print
Bid Title: 2026 Water Resources Water Distribution System Improvements
Category: Current Requests for Quotes, Proposals and Bids
Status: Open
Description:
Sealed Bids for the construction of the 2026 Water Resources Water Distribution System Improvements will be received by the Project Manager at the Department of Public Works Water Resources Division, Mary Bourque, PE, electronically or in-person at 53 Lavalley Lane, Burlington VT 05401, until 1 PM local time on 4/22/2026, at which time the Bids received will be opened and read out loud to plan holders via a remote meeting platform with call-in information detailed through addendum. The Project consists of but is not limited to: Replacement of up to 2,500 linear feet of water main and appurtenances, paving, surface restoration, approved traffic control measures and all necessary work as required in the contract documents.
Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form.
The Issuing Office for the Bidding Documents is: Burlington Department of Public Works, Water Resources Division, (802-497-7021). Prospective Bidders may obtain copies of the Bidding Documents from the Issuing Office as described below. Burlington is only issuing electronic bid documents.
Electronic Bidding Documents may be obtained from the Issuing Office, when requested via email to mbourque@burlingtonvt.gov . Upon request and receipt of the email, the Issuing Office will transmit the Bidding Documents via a file sharing link and the requester will be added to the Plan Holder list. All bidders must be on the Plan Holder list. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.
A pre-bid conference will be held at 10AM local time on 4/03/2026 via a remote meeting platform with the following call information:
https://teams.microsoft.com/meet/29443992995927?p=80V8aK2xo5CuH8ILxL
Attendance at the pre-bid conference is highly encouraged but is not mandatory.
Select Language
Google Translate
30°F
Cloudy
Search
4:02 PM
3/23/2026

vermontbusinessregistry.com/BidPreview.aspx?BidID=73518

Gmail YouTube Maps Online Time Trackin... User account | City... Construction Portal SecureDocs Inc. Login Welcome to new w... iHydrant - Log in UKG FTP Site - 21315 - St...

To print, go to File on the menu bar and select Print.

2026 Water Resources Water Distribution System Improvements

City of Burlington DPW - Water Resources Division

53 Lavalley Lane
Burlington, VT 05401

Request Date: 3/23/2026 4:00:11 PM
Open Date:
Closing Date: 4/22/2026 1:00 PM
Intent To Bid Deadline:
Est. Dollar Value: $0.00
RFQ Number:

CLOSE WINDOW

Bid Type:
Job Contract

Locations:
Chittenden
Keywords:
Construction (Non Building), Construction Management

Bid Description:
Sealed Bids for the construction of the 2026 Water Resources Water Distribution System Improvements will be received by the Project Manager at the Department of Public Works Water Resources Division, Mary Bourque, PE, electronically or in-person at 53 Lavalley Lane, Burlington VT 05401, until 1 PM local time on 4/22/2026, at which time the Bids received will be opened and read out loud to plan holders via a remote meeting platform with call-in information detailed through addendum. The Project consists of but is not limited to: Replacement of up to 2,500 linear feet of water main and appurtenances, paving, surface restoration, approved traffic control measures and all necessary work as required in the contract documents. Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form. The Issuing Office for the Bidding Documents is: Burlington Department of Public Works, Water Resources Division, (802-497-7021). Prospective Bidders may obtain copies of the Bidding Documents from the Issuing Office as described below. Burlington is only issuing electronic bid documents. Electronic Bidding Documents may be obtained from the Issuing Office, when requested via email to mbourque@burlingtonvt.gov . Upon request and receipt of the email, the Issuing Office will transmit the Bidding Documents via a file sharing link and the requester will be added to the Plan Holder list. All bidders must be on the Plan Holder list. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. A pre-bid conference will be held at 10AM local time on 4/03/2026 via a remote meeting platform with the following call information: https://teams.microsoft.com/meet/29443992995927?p=80V8aK2xo5CuH8ILxL Attendance at the pre-bid conference is highly encouraged but is not mandatory. For all technical questions regarding this project please contact Mary Bourque, PE, Water Resources Engineer at (802) 809-1765 or mbourque@burlingtonvt.gov All questions are due in writing by 5PM on 4/09/2026. Bid security shall be furnished in accordance with the Instructions to Bidders. Contact the issuing point of contact below to obtain prequalification requirements. Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders. Owner: City of Burlington, Department of Public Works By: Mary Bourque, PE Title: Water Resources Engineer Date: [3/23/2026] This project is funded in part through the Vermont Drinking and/or Clean Water State Revolving Fund. Consequently, the following provisions apply to this WORK (more detail for each of these provisions can be found in Instruction to Bidders): 1. Bid security in accordance with the Instructions to Bidders 2. Disadvantaged Business Enterprise (DBE) requirements 3. Performance BOND and Payment BOND each in the amount of 100% of the contract price 4. 'American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act 5. Federal Wage Rates as determined under the Davis-Bacon Act 6. This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022. Following are Burlington-specific provisions that apply to this WORK (more detail for each of these provisions can be found in Instruction to Bidders): 1. Burlington City Livable Wage Ordinance 2. Burlington Union Deterrence Ordinance 3. Burlington Outsourcing Ordinance 4. Burlington Public Health Emergency Provisions + + END OF ADVERTISEMENT FOR BIDS + +

Special Instructions:
See Burlington's Bid web page for more details: https://www.burlingtonvt.gov/Bids.aspx

Contact Information:
Mary Bourque, PE
Phone: (802) 4977021
Fax:
Email: mbourque@burlingtonvt.gov
For additional information: https://www.burlingtonvt.gov/Bids.aspx

30°F Cloudy Search 4:04 PM 3/23/2026

Attachment H

DBE Documentation Attachments Include:

- **List of DBEs from State**
- **Email sent to DBEs along with DBE Letter email attachment**
- **Responses back from DBEs**
- **Addendum with DBEs**
- **Contractor DBE Bid Form and Proof of Correspondence**

A & K Slip Forming, Inc.

Business Owner:	Ms. Donna Bartholomew	
	P.O. Box 250	774 Lawyersville Road
Phone Number:	(518) 234-1944	
Fax Number:	(518) 234-1945	
E-mail:	ken@akslipforming.com	
Website:	www.akslipforming.com	
Scope:	Slip Form Curbs, Gutters, Barriers, Granite Curbs, Concrete Sidewalks, Color and Imprinted Concrete	
NAICS Code(s):	237310 238110 238120	

Four Seasons Traffic Control

Business Owner:	Heidi LaRouche
	615 VT Route 31
Phone Number:	(802) 417-6143
Fax Number:	
E-mail:	fourseasonstrafficcontrolllc@gmail.com
Website:	https://fourseasonstrafficcontrolllc.com/
Scope:	Flagging and Traffic Control Services.
NAICS Code(s):	561990

J. P. Sicard, Inc.

Business Owner:	Jason Sicard	
	P. O. Box 508	1369 Glover Road
Phone Number:	(802) 525-9506	
Fax Number:	(802) 525-4616	
E-mail:	theresa@jpsicard.com	
Website:	www.jpsicard.com	
Scope:	General Excavating, Water & Sewer Mains, Drainage, Bridge/Large Culverts, Sidewalk, and Curbing.	
NAICS Code(s):	237310 237990 238910	

JCB Colby, Inc.

Business Owner:	Jean Iriana Colby	
	P. O. Box 123	748 Bobbin Mill Road
Phone Number:	(802) 892-7795	
Fax Number:	(802) 892-1143	
E-mail:	jcbcolby@gmail.com	
Website:	www.jcbcolbymasonry.com	
Scope:	Masonry, Concrete Sidewalks and Islands, Stone Facing, Stone Walls and Stamped Concrete.	
NAICS Code(s):	237310 238140	

K5 Corporation

Business Owner:	Kathy DeLong Owner
	9 Rockview Way
Phone Number:	(781) 982-9229
Fax Number:	(781) 982-9226
E-mail:	kdelong@k5corporation.com
Website:	www.k5corporation.com
Scope:	Pavement Markings Highway Construction Street Sweeping Impact Enumerators Signing Non Structural.
NAICS Code(s):	237310 238990 339950

Kal-Harbour, Inc.

Business Owner:	Laura J. Harbour

	P.O. Box 4087	21 Arch Street
Phone Number:	(518) 266-0690	
Fax Number:	(518) 266-0694	
E-mail:	harbourroads@aol.com	
Website:	www.harbourroads.com	
Scope:	Asphalt Paving, Excavation, Streetprint, DuraTherm, Concrete Work, Striping, Trucking.	
NAICS Code(s):	237310 238910 238990	

Ms. Pipe, LLC

Business Owner:	Kimberly Cadorette	
	PO Box 1295	49 Oakland Road
Phone Number:	(860) 644-7070	
Fax Number:	(860) 644-7373	
E-mail:	kim@mspipellc.com	
Website:	www.mspipellc.com	
Scope:	Supply Valves, Pipe, Fittings, Accessories, and Services for Construction Industry	
NAICS Code(s):	423390	

New Form Building Systems, Inc.

Business Owner:	Michelle A. Schleck
	90 Heritage Park
Phone Number:	(207) 469-2711
Fax Number:	(207) 433-1027
E-mail:	elibby@newformbuilding.com
Website:	www.newformsupply.com
Scope:	Supplier precast concrete products, waterproofing & drainage materials, pipe & drainage products, erosion
NAICS Code(s):	423320 423330 423390 423720

Noel J. Brunell & Son, Inc.

Business Owner:	Emilie Simoneau
	4019 State Route 22
Phone Number:	(518) 561-1290
Fax Number:	
E-mail:	emilie@brunellasphalt.com
Website:	
Scope:	The Primary Activity of Noel J. Brunell & Son, Inc. Is Hot-Mix Asphalt Paving. This Includes State & Municipal
NAICS Code(s):	237310 238910 238990 324121 561990

Roberts Traffic Marking Corp

Business Owner:	Lisa Birchfield
	2210 Hayes Street
Phone Number:	(954) 929-2922
Fax Number:	
E-mail:	exec@robertstraffic.com
Website:	https://robertstraffic.com/
Scope:	Pavement Marking, Maintenance of Traffic, Highway Signs
NAICS Code(s):	237310 238990

Seacoast Asphalt Services, Inc

Business Owner:	Jennifer Nicolai	
	PO Box 98	98 Main Street
Phone Number:	(413) 773-9247	
Fax Number:	(413) 247-0232	

E-mail:	jenn.nicolai@gmail.com
Website:	www.seacoastasphalt.com
Scope:	Supply, Transportation & Application of Asphalt Products and Aggregates
NAICS Code(s):	237310 423320

Tango Construction, Inc.

Business Owner:	Grecco Alonso
	134 Crawford Street
Phone Number:	(978) 345-2510
Fax Number:	(978) 345-2410
E-mail:	grecco@tangoconst.com
Website:	
Scope:	Construction Services: Paving, Catch Basin & Manhole Adjustment, Curbing, Construction Scheduling and Site
NAICS Code(s):	237310 238910 425120 541611 541690

Tri-State Emulsions Corp.

Business Owner:	Jodi Loud
	188 Littmann Ln
Phone Number:	(802) 375-7292
Fax Number:	
E-mail:	tristateemulsions@gmail.com
Website:	
Scope:	Buys, Sells, Delivers, and Applies Asphalt Emulsions, Highway, Street, and Bridge Construction, Brick, Stone,
NAICS Code(s):	237310 238990 423320 484110 488490

Worksafe Traffic Control Ind., Inc.

Business Owner:	Debra Ricker
	115 Industrial Lane - Berlin
Phone Number:	(802) 223-8948
Fax Number:	(802) 229-1848
E-mail:	DebraR@worksafetci.com
Website:	www.worksafetci.com
Scope:	Manufacturer of Signs, Sales and Rentals of Traffic Control Products, Equipment and Services.
NAICS Code(s):	238990 339950 488490

Mary Bourque

From: Mary Bourque
Sent: Thursday, February 5, 2026 10:34 AM
To: Mary Bourque
Subject: Notification of Work in Burlington, VT
Attachments: DRAFT-Bid-Advertisement-2026 0205.doc

Hello,

Your firm has been identified as a Disadvantaged Business Enterprise (DBE) which has shown an interest in performing work on projects funded by the State of Vermont, Department of Environmental Conservation, and the Environmental Protection Agency, Region I.

The Project consists of but is not limited to: Replacement of up to 2,500 linear feet of water main and appurtenances in the City of Burlington, Vermont, including paving, surface restoration which includes sidewalk and curbs, and approved traffic control measures. The tentative date of initial advertisement is March 9, 2026, and the draft Bid advertisement is attached to this email.

If you are interested in quoting on Construction, Supplies, Services, or Equipment, please contact this office by phone, fax, email, or mail, no later than 14 days from the date of Bid Advertisement giving the following information:

Name of Firm: City of Burlington
Contact Person: Mary Bourque, PE
Mailing Address: 53 Lavalley Lane, Burlington VT, 05401
E-mail: mbourque@burlingtonvt.gov
Phone No.: (802) 809-1765
List the type: Construction, Supplies, Services, or Equipment you are interested in quoting.

Upon receipt of your notification of interest, we will send to you, as of the fourteenth (14th) day after the Bid advertisement, the list of those firms which have taken out copies of the plans and specifications for this contract. We will read the list over the phone or e-mail it to you if you call us at (802) 809-1765__. You may review the plans and specifications by requesting Bidding Documents via email to mbourque@burlingtonvt.gov . Upon request and receipt of the email, the Issuing Office will transmit the Bidding Documents via a file sharing link and the requester will be added to the Plan Holder list.

All notifications of interest received within the time frame identified above will be listed in an addendum to prospective Bidders issued the fifteenth (15th) calendar day after the Bid advertisement. Late notifications will not be included through the issuance of subsequent addenda.

You are encouraged to initiate contact with Bidders as early in the bid phase as possible. You have until five (5) calendar days prior to the Bid date to notify (preferably by certified mail, delivery/read receipt email, or by any other form of documented communication) those Bidders of your intent to negotiate scope and price (pricing not necessary at this time). If the Bidder has not received your documented, written response five (5) calendar days prior to the Bid date, no other communication initiated by the Bidder is necessary. You are being sent the attached advertisement and tentative date of initial advertisement as our

notification to you of pending work. Keep all records of your communication to and from the Bidders you contact prior to the Bid opening. We look forward to receiving your response regarding your interest in our project.

Best,
Mary

Mary Bourque, PE (*she/her*)
Water Resources Engineer
Mobile: (802) 809-1765

53 Lavalley Lane
Burlington, VT 05401

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

SECTION 00111
Department of Public Works
City of Burlington, VT
2026 Water Resources Water Distribution System Improvements

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the 2026 Water Resources Water Distribution System Improvements will be received, electronically, by the Project Manager at the Department of Public Works Water Resources Division, Mary Bourque, PE, until 1 PM local time on MM/DD/2026, at which time the Bids received will be ~~publicly~~ opened and read out loud to plan holders via a remote meeting platform with call-in information detailed through addendum. Hard copy bids will not be accepted. The Project consists of but is not limited to: Replacement of up to 2,500 linear feet of water main and appurtenances, paving, surface restoration, approved traffic control measures and all necessary work as required in the contract documents.

Bids will be received for a single prime Contract. Bids shall be on a lump sum and unit price basis, with additive alternate bid items as indicated in the Bid Form.

For all technical questions regarding this project please contact Mary Bourque, PE, Water Resources Engineer at (802) 809-1765 or mbourque@burlingtonvt.gov

The Issuing Office for the Bidding Documents is: Burlington Department of Public Works, Water Resources Division (802-497-7021). Prospective Bidders may obtain copies of the Bidding Documents from the Issuing Office as described below. Burlington is only issuing electronic bid documents.

Electronic Bidding Documents may be obtained from the Issuing Office, when requested via email to mbourque@burlingtonvt.gov . Upon request and receipt of the email, the Issuing Office will transmit the Bidding Documents via a file sharing link and the requester will be added to the Plan Holder list. All bidders must be on the Plan Holder list. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

A pre-bid conference will be held at [insert time] local time on [insert date] via a remote meeting platform with the following call information: ____. Attendance at the pre-bid conference is highly encouraged but is not mandatory.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Contact the issuing point of contact below to obtain prequalification requirements. Bidders shall submit proof of qualifications to perform the Work as described in the Instructions to Bidders.

Owner: City of Burlington, Department of Public Works

By: Mary Bourque, PE

Title: Water Resources Engineer

Date: [Date of initial publication of Advertisement]

This project is funded in part through the Vermont Drinking and/or Clean Water State Revolving Fund. Consequently, the following provisions apply to this WORK (more detail for each of these provisions can be found in Instruction to Bidders):

1. Bid security in accordance with the Instructions to Bidders

EJCDC® C-111, Suggested Advertisement for Bids for Construction Contracts.
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2. Disadvantaged Business Enterprise (DBE) requirements
3. Performance BOND and Payment BOND each in the amount of 100% of the contract price
4. 'American Iron and Steel (AIS) provisions of P.L. 113-76, Consolidated Appropriations Act
5. Federal Wage Rates as determined under the Davis-Bacon Act
6. This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

Following are Burlington-specific provisions that apply to this WORK (more detail for each of these provisions can be found in Instruction to Bidders):

1. Burlington City Livable Wage Ordinance
2. Burlington Union Deterrence Ordinance
3. Burlington Outsourcing Ordinance
4. Burlington Public Health Emergency Provisions

+ + END OF ADVERTISEMENT FOR BIDS + +

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Mary Bourque

From:	Theresa Daigle <Theresa@jpsicard.com>
To:	Mary Bourque
Sent:	Thursday, February 5, 2026 10:46 AM
Subject:	Read: Notification of Work in Burlington, VT

[WARNING]: This email was sent from someone outside of the City of Burlington.

Your message

To: Theresa Daigle
Subject: Notification of Work in Burlington, VT
Sent: Thursday, February 5, 2026 10:34:10 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, February 5, 2026 10:45:19 AM (UTC-05:00) Eastern Time (US & Canada).

Mary Bourque

From:	Kathy DeLong <kdelong@K5Corporation.com>
To:	Mary Bourque
Sent:	Thursday, February 5, 2026 10:56 AM
Subject:	Read: Notification of Work in Burlington, VT

[WARNING]: This email was sent from someone outside of the City of Burlington.

Your message

To: Kathy DeLong
Subject: Notification of Work in Burlington, VT
Sent: Thursday, February 5, 2026 10:34:10 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, February 5, 2026 10:55:31 AM (UTC-05:00) Eastern Time (US & Canada).

Mary Bourque

From:	Martin Lee
To:	Mary Bourque
Sent:	Thursday, February 5, 2026 11:32 AM
Subject:	Read: Notification of Work in Burlington, VT

Your message

To: Martin Lee
Subject: Notification of Work in Burlington, VT
Sent: Thursday, February 5, 2026 10:34:10 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, February 5, 2026 11:31:58 AM (UTC-05:00) Eastern Time (US & Canada).

Mary Bourque

From: Heidi LaRouche <fourseasonstrafficcontrolllc@gmail.com>
Sent: Thursday, February 5, 2026 11:25 AM
To: Mary Bourque
Subject: Re: Notification of Work in Burlington, VT

[WARNING]: This email was sent from someone outside of the City of Burlington.

We would be interested in providing traffic control as a subcontractor for this project. Please add us to the list of interested parties.

Four Seasons Traffic Control LLC
615 VT-31 Poultney, VT 05764

Four Seasons Traffic Control LLC
Woman-Owned
WBE, DBE Certified
Second Chance Company
Owners Heidi and Jeffrey LaRouche
802-417-6143
Four Seasons Traffic Control L.L.C

On Thu, Feb 5, 2026 at 10:34 AM Mary Bourque <mbourque@burlingtonvt.gov> wrote:

> Hello,
>
> Your firm has been identified as a Disadvantaged Business Enterprise (DBE) which has shown an interest in performing work on projects funded by the State of Vermont, Department of Environmental Conservation, and the Environmental Protection Agency, Region I.
>
> The Project consists of but is not limited to: Replacement of up to 2,500 linear feet of water main and appurtenances in the City of Burlington, Vermont, including paving, surface restoration which includes sidewalk and curbs, and approved traffic control measures. The tentative date of initial advertisement is March 9, 2026, and the draft Bid advertisement is attached to this email.
>
> If you are interested in quoting on Construction, Supplies, Services, or Equipment, please contact this office by phone, fax, email, or mail, no later than 14 days from the date of Bid Advertisement giving the following information:

Name of Firm: City of Burlington

Contact Person: Mary Bourque, PE

Mailing Address: 53 Lavalley Lane, Burlington VT, 05401

E-mail: mbourque@burlingtonvt.gov

Phone No.: (802) 809-1765

List the type: Construction, Supplies, Services, or Equipment you are interested in quoting.

Upon receipt of your notification of interest, we will send to you, as of the fourteenth (14th) day after the Bid advertisement, the list of those firms which have taken out copies of the plans and specifications for this contract. We will read the list over the phone or e-mail it to you if you call us at (802) 809-1765__. You may review the plans and specifications by requesting Bidding Documents via email to mbourque@burlingtonvt.gov . Upon request and receipt of the email, the Issuing Office will transmit the Bidding Documents via a file sharing link and the requester will be added to the Plan Holder list.

All notifications of interest received within the time frame identified above will be listed in an addendum to prospective Bidders issued the fifteenth (15th) calendar day after the Bid advertisement. Late notifications will not be included through the issuance of subsequent addenda.

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Best,

Mary

Mary Bourque, PE (*she/her*)

Water Resources Engineer

Mobile: (802) 809-1765

53 Lavalley Lane

Burlington, VT 05401



Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

Mary Bourque

From:	Mary Bourque
To:	Mary Bourque
Sent:	Thursday, February 5, 2026 10:36 AM
Subject:	Read: Notification of Work in Burlington, VT

Your message

To: Mary Bourque
Subject: Notification of Work in Burlington, VT
Sent: Thursday, February 5, 2026 10:34:10 AM (UTC-05:00) Eastern Time (US & Canada)

was read on Thursday, February 5, 2026 10:34:33 AM (UTC-05:00) Eastern Time (US & Canada).

Mary Bourque

From:	Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@burlingtonvt.gov>
To:	ken@akslipforming.com; fourseasonstrafficcontrolllc@gmail.com; theresa@jpsicard.com; jcbcolby@gmail.com; kdelong@k5corporation.com; harbourroads@aol.com; kim@mspipellc.com; elibby@newformbuilding.com; emilie@brunellasphalt.com; exec@robertstraffic.com; jenn.nicolai@gmail.com; grecco@tangoconst.com; tristateemulsions@gmail.com; DebraR@worksafetci.com
Sent:	Thursday, February 5, 2026 10:35 AM
Subject:	Relayed: Notification of Work in Burlington, VT

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

ken@akslipforming.com (ken@akslipforming.com)

fourseasonstrafficcontrolllc@gmail.com (fourseasonstrafficcontrolllc@gmail.com)

theresa@jpsicard.com (theresa@jpsicard.com)

jcbcolby@gmail.com (jcbcolby@gmail.com)

kdelong@k5corporation.com (kdelong@k5corporation.com)

harbourroads@aol.com (harbourroads@aol.com)

kim@mspipellc.com (kim@mspipellc.com)

elibby@newformbuilding.com (elibby@newformbuilding.com)

emilie@brunellasphalt.com (emilie@brunellasphalt.com)

exec@robertstraffic.com (exec@robertstraffic.com)

jenn.nicolai@gmail.com (jenn.nicolai@gmail.com)

grecco@tangoconst.com (grecco@tangoconst.com)

tristateemulsions@gmail.com (tristateemulsions@gmail.com)

DebraR@worksafetci.com (DebraR@worksafetci.com)

Subject: Notification of Work in Burlington, VT



Notification of Work in Burlin...

Mary Bourque

From: Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@burlingtonvt.gov>
To: Mary Bourque
Sent: Thursday, February 5, 2026 10:34 AM
Subject: Delivered: Notification of Work in Burlington, VT

Your message has been delivered to the following recipients:

Mary Bourque (mbourque@burlingtonvt.gov)

Subject: Notification of Work in Burlington, VT



Notification of Work in Burlin...

Mary Bourque

From: Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@burlingtonvt.gov>
To: Martin Lee
Sent: Thursday, February 5, 2026 10:34 AM
Subject: Delivered: Notification of Work in Burlington, VT

Your message has been delivered to the following recipients:

Martin Lee (mlee@burlingtonvt.gov)

Subject: Notification of Work in Burlington, VT



Notification of Work in Burlin...

Mary Bourque

From:	Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@burlingtonvt.gov>
To:	Heidi LaRouche
Sent:	Monday, April 6, 2026 4:43 PM
Subject:	Relayed: RE: Notification of Work in Burlington, VT

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

Heidi LaRouche (fourseasonstrafficcontrolllc@gmail.com)

Subject: RE: Notification of Work in Burlington, VT



RE: Notification of Work in Bu...

Mary Bourque

From: Mary Bourque
Sent: Monday, April 6, 2026 4:42 PM
To: Heidi LaRouche
Subject: RE: Notification of Work in Burlington, VT

Hello Heidi,

I hope you are well. The project referenced below was posted for bid 14 days ago, and can be found on our website.

Below is a list of current plan holders:

- Engineers Construction, Inc.
- SD Ireland Construction
- Kingsbury Companies, LLC
- Munson Earth Moving Corp.
- Hebert Excavation Corporation
- Everett J. Prescott Inc.
- Ferguson Waterworks
- Construction Summary of NH/Maine/VT, Inc.

Tomorrow I will be posting an addendum which lists Four Seasons Traffic Control LLC as an interested DBE.

Thank you!
Mary

Mary Bourque, PE (*she/her*)
Water Resources Engineer
Mobile: (802) 809-1765

53 Lavalley Lane
Burlington, VT 05401

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

From: Heidi LaRouche <fourseasonstrafficcontrolllc@gmail.com>
Sent: Thursday, February 5, 2026 11:25 AM
To: Mary Bourque <mbourque@burlingtonvt.gov>
Subject: Re: Notification of Work in Burlington, VT

[WARNING]: This email was sent from someone outside of the City of Burlington.

We would be interested in providing traffic control as a subcontractor for this project. Please add us to the list of interested parties.

Four Seasons Traffic Control LLC
615 VT-31 Poultney, VT 05764

Four Seasons Traffic Control LLC
Woman-Owned
WBE, DBE Certified
Second Chance Company
Owners Heidi and Jeffrey LaRouche
802-417-6143
Four Seasons Traffic Control L.L.C

On Thu, Feb 5, 2026 at 10:34 AM Mary Bourque <mbourque@burlingtonvt.gov> wrote:

> Hello,
>
> Your firm has been identified as a Disadvantaged Business Enterprise (DBE) which has shown an interest in performing work on projects funded by the State of Vermont, Department of Environmental Conservation, and the Environmental Protection Agency, Region I.
>
> The Project consists of but is not limited to: Replacement of up to 2,500 linear feet of water main and appurtenances in the City of Burlington, Vermont, including paving, surface restoration which includes sidewalk and curbs, and approved traffic control measures. The tentative date of initial advertisement is March 9, 2026, and the draft Bid advertisement is attached to this email.
>
> If you are interested in quoting on Construction, Supplies, Services, or Equipment, please contact this office by phone, fax, email, or mail, no later than 14 days from the date of Bid Advertisement giving the following information:
>
> Name of Firm: City of Burlington
>
> Contact Person: Mary Bourque, PE
>
> Mailing Address: 53 Lavalley Lane, Burlington VT, 05401
>
> E-mail: mbourque@burlingtonvt.gov
>
> Phone No.: (802) 809-1765

List the type: Construction, Supplies, Services, or Equipment you are interested in quoting.

Upon receipt of your notification of interest, we will send to you, as of the fourteenth (14th) day after the Bid advertisement, the list of those firms which have taken out copies of the plans and specifications for this contract. We will read the list over the phone or e-mail it to you if you call us at (802) 809-1765__. You may review the plans and specifications by requesting Bidding Documents via email to mbourque@burlingtonvt.gov . Upon request and receipt of the email, the Issuing Office will transmit the Bidding Documents via a file sharing link and the requester will be added to the Plan Holder list.

All notifications of interest received within the time frame identified above will be listed in an addendum to prospective Bidders issued the fifteenth (15th) calendar day after the Bid advertisement. Late notifications will not be included through the issuance of subsequent addenda.

You are encouraged to initiate contact with Bidders as early in the bid phase as possible. You have until five (5) calendar days prior to the Bid date to notify (preferably by certified mail, delivery/read receipt email, or by any other form of documented communication) those Bidders of your intent to negotiate scope and price (pricing not necessary at this time). If the Bidder has not received your documented, written response five (5) calendar days prior to the Bid date, no other communication initiated by the Bidder is necessary. You are being sent the attached advertisement and tentative date of initial advertisement as our notification to you of pending work. Keep all records of your communication to and from the Bidders you contact prior to the Bid opening. We look forward to receiving your response regarding your interest in our project.

Best,

Mary

Mary Bourque, PE (*she/her*)

Water Resources Engineer

Mobile: (802) 809-1765

53 Lavalley Lane

Burlington, VT 05401

Please note that this communication and any response to it will be maintained as a public record and may be subject to disclosure under the Vermont Public Records Act.

Date: April 14, 2026

To: Interested Bidders

From: Mary Bourque, P.E.
Water Resources Engineer

Subject: **ADDENDUM #2** for the 2026 Water Resources Water Distribution System Improvements Project

---

Attached is Addendum No. 2 for the City of Burlington, 2026 Water Resources Water Distribution System Improvements Project Bid Documents, dated March 23, 2026.

If you have any questions, please feel free to contact me at mbourque@burlingtonvt.gov or (802) 809-1765.

ADDENDUM NO. 2

TO

CITY OF BURLINGTON, VERMONT

2026 WATER RESOURCES WATER DISTRIBUTION SYSTEM IMPROVEMENTS

VTDEC DWSRF PROJECT NO. RF3-602

APRIL 14. 2026

ADDENDUM NO. 2

CITY OF BURLINGTON, VERMONT

2026 WATER RESOURCES WATER DISTRIBUTION SYSTEM IMPROVEMENTS

The following changes and additional information are hereby made a part of the Contract Documents. All official changes to the Contract Documents are made only by addenda, and the Contract Documents govern all aspects of the project. All Bidders shall acknowledge receipt and acceptance of this Addendum on the Bid Form. Bids submitted without acknowledgement of receipt of this addendum may be considered non-responsive.

BID OPENING MEETING INFORMATION:

Sealed Bids will be received by Mary Bourque electronically or in-person at 53 Lavalley Lane, Burlington VT, 05401, until 1 PM local time on 4/22/2026, at which time the Bids received will be opened and read out loud to plan holders via a Teams Meeting with the following call-in information:

https://teams.microsoft.com/meet/25549383786639?p=dCnkmOWiy0xzonskCu

Meeting ID: 255 493 837 866 39

Passcode: KE2Ds9G7

For Bidders submitting Bids in-person, the conference room at 53 Lavalley Lane will be available to attend the Bid Opening.

QUESTIONS:

Q1. How will increases in fuel and materials been handled based on the situation in the middle east?

A1. Bidders should account for the price of fuel and materials in their bid. Vermont SRF funded projects typically do not include the Federal Highway Administration's National Highway Construction Cost Index or similar cost increase formula.

Q2. What if the budget or Engineer Opinion of Probably Cost is exceeded?

A2. Burlington has occasionally worked through projects that have exceeded the project budget or the Engineer Opinion of Probable Cost. When bids come in for this project, Burlington will assess how the bid impacts the current budget. If the budget is exceeded it may be possible to request a reasonable increase. We will stay in touch with the bidders after the bid due date to communicate next steps.

CLARIFICATIONS:

1. The assembly included in the Hydrant Flushing Detail in Drawing C-4 has been accounted for with Bid Item quantities in the Technical Specifications Bid Form (Bid Items 1, 4, and 10). There is no individual pay item for the 2" Hydrant Flushing Detail.

2. **Utility Locations:**

Table 1: Sewer Manhole Invert Depths

Street	Location on Road Relative to Proposed Waterline Station	Invert Depth Below Grade (feet)
Summit Street	STA 0-33	10.3
Summit Street	STA 3+33	12.5
Summit Street	STA 8+00	10.95
Pine Street	STA 0-07	7.8
Pine Street	STA 2+58	8.9
Pine Street	STA 5+36	7.06
Pine Street	STA 6+53	7.06
Pine Street	STA 10+00	6.04
Pine Street	STA 13+00	7.49
Bennington Court	STA 0+29	7.2
Bennington Court	STA 2+72	10.3

Table 2: Stormwater Manhole and Lateral Invert Depths

Street	Location on Road Relative to Proposed Waterline Station	Invert Depth Below Grade (feet)
Pine Street	STA 4+00	3.71
Pine Street	STA 4+03	4.33
Pine Street	STA 4+05	2.92
Pine Street	STA 11+33	3.48
Pine Street	STA 12+84	4.12
Pine Street	STA 13+31	6.1
Bennington Court	STA 0+05	2.33
Bennington Court	STA 2+44	2.96
Bennington Court	STA 2+79	4.25
Bennington Court	STA 2+84	3.75

TECHNICAL SPECIFICATIONS:

1. Section 00410, Bid Form:

   DELETE and **REPLACE** with revised 00410 BID FORM attached to this addendum.

2. Attachments:

   ADD the attached sign template as "Attachment O". The sign shall be located in a location agreed to with the City and the State.

DRAWINGS:

1. Drawing G-1:
   ADD the following note to the "Construction Notes":

   "42. All soils in Burlington are classified as being in Soil Urban Background Areas. Project soils that are structurally suitable for reuse on the project shall be reused on site. Any project soil not needed for backfill will be transported to an approved waste location that is approved to accept Urban Background classified materials in Vermont. The Owner and Engineer shall be allowed to inspect any aspects of the process including the final disposal location. Excavation, loading and stockpiling of Urban Background soil type will follow the procedures outlined in the general erosion and sedimentation control plan for the Project. There are no known contaminated soils on this project. Per the contract documents, contaminated soils shall be handled accordingly."

2. Drawing C-1:
   ADD the following note to the "Notes":

   "21. Utilize a variable message board one week prior to work to warn drivers of work start date and delays."

3. Drawings C-2, C-3:
   ADD the following note to the "Notes":

   "22. Utilize a variable message board one week prior to work to warn drivers of work start date and delays."

4. Drawing C-4:
   REPLACE the construction note at STA. 2+65, "Cut out 6" Water Main at existing 2" tap, replace with 6" PVC and 2 Solid Sleeve fittings." with the following note:

“Cut out 6” water main from the nearest joint north of the existing 2” tap to the nearest joint south of the proposed 2” main. Replace with 6” PVC and 2 Solid Sleeve fittings.”

5. Drawing C-4:
   REPLACE the construction note at STA. 2+65, “Tap into existing 6” water main with proposed 2” HDPE water main” with the following note:

   “Tap into new 6” water main with proposed 2” HDPE water main.”

SECTION 00410

BID FORM

Water Resources Distribution Rehabilitation – Multiple Streets

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted electronically to: Mary Bourque, PE, Water Resources Engineer at: mbourque@burlingtonvt.gov.

Hard copy bids are to be submitted to:

Mary Bourque, PE

53 Lavalley Lane, Burlington, VT 05401

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum, Date

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

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NOTE(S) TO USER:

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

E. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.

F. Disclosure of Lobbying Activities - In conformance with 45 CFR Part 604, the Bidder certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

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 or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

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

G. Certification Regarding Debarment, Suspension, Ineligibility - The Bidder certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the Bidder is unable to certify to any of the statements in this certification, the undersigned shall attach an explanation to this proposal.

H. Notice to Labor Unions or other Organizations of Workers (Non-Discrimination In Employment) - The Bidder hereby agrees to the following conditions:

1. It will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, paid for in whole or in part with funds obtained from the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the provisions prescribed for Government contracts and

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Federally assisted construction contracts by Sections 202 and 301 of Executive Order 11246, as amended.

2. It will assist and cooperate actively with the Environmental Protection Agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with said contract provisions and with the rules, regulations, and relevant orders of the Secretary.

3. It will obtain and furnish to the Environmental Protection Agency and to the Secretary of Labor such information as they may require for the supervision of such compliance.

4. It will enforce the obligations of Contractors and Subcontractors under such provisions, rules, regulations and orders.

5. It will carry out sanctions and penalties for violations of such obligations imposed upon Contractors and Subcontractors by the Secretary of Labor or the Environmental Protection Agency.

6. It will refrain from entering any contract subject to this Order or extension or other modification of such a contract with a Contractor or Subcontractor debarred from Government contracts and Federally assisted construction contracts under Part II, Subpart D of this Order, and

7. In the event that he/she fails and refuses to comply with his undertakings, the Bidder agrees that the Environmental Protection Agency may cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, or guarantee), may refrain from extending any further assistance under any of its programs subject to Executive Order 11246, as amended, until satisfactory assurance of future compliance has been received from such Bidder, or may refer the case to the Department of Justice for appropriate legal proceedings.

I. Certification of Non-Segregated Facilities - The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term segregated facilities means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposed Subcontractors for specific time periods) he/she will obtain identical certifications from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

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ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents. In case of any error by Bidder in calculating the extended price, Owner shall recalculate the extended price based upon the unit price provided, and the recalculated price will be used as the basis for comparison and award.

BID ITEM	ITEM DESCRIPTION	UNITS	BID QTY	UNIT PRICE	TOTAL PRICE
1	2" Water Main	LF	265	$	$
2	6" Water Main	LF	~~25~~ 50	$	$
3	8" Water Main	LF	2086	$	$
4	2" Gate Valve	EA	2	$	$
5	6" Gate Valve	EA	2	$	$
6	8" Gate Valve	EA	7	$	$
7	1" Water Services	LF	441	$	$
8	1.5" Water Services	LF	35	$	$
9	6" Water Services	LF	44	$	$
10	Curb Stop and Boxes	EA	6	$	$
11	Corporation Stops	EA	30	$	$
12	Ledge and Boulder Excavation	CYD	25	$	$
13	Unsuitable Material	CYD	2130	$	$
14	Permanent Patch Pavement Repair for Roads	SY	2388	$	$
15	Pavement Repair for Driveways	SY	133	$	$
16	Concrete curb replacement	LF	265	$	$
17	Concrete sidewalk replacement	SY	28	$	$
18	Rigid Trench Insulation	LF	120	$	$
19.A	Abandon Existing Water Line - Summit Street	LS	1	$	$
19.B	Abandon Existing Water Line - Pine Street	LS	1	$	$
20.A	Preparation of Site and Miscellaneous Work - Summit Street	LS	1	$	$
20.B	Preparation of Site and Miscellaneous Work - Pine Street	LS	1	$	$

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20.C	Preparation of Site and Miscellaneous Work - Bennington Court	LS	1	$	$
Total of Base Bid					$

BID ITEM	ITEM DESCRIPTION	UNITS	BID QTY	UNIT PRICE	TOTAL PRICE
BA1	Main Street Intersection Work	LS	1	$	$
Total of Bid Alternate					$

The total of all Unit Price and Lump Sum Bid Items for the Base Bid and bid alternate shall be the basis of bid comparison for Contract Award.

Total of Lump Sum and Unit Price Bids = Total Bid Price $ _____

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. Demonstration of positive contact with DBEs;

C. List of Proposed Subcontractors;

D. List of Proposed Suppliers;

E. List of Project References;

F. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data;

H. Burlington Livable Wage Certification;

I. Burlington Outsourcing Certification;

J. Burlington Union Deterrence Certification; and

K. City of Burlington Pre-Qualification of Construction Contractors Application.

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ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 By signing this BID, the BIDDER certifies that the BIDDER complies with the following Federal requirements:

A. 45 CFR Part 604 – Disclosure of Lobbying Activities

B. Certification regarding Debarment, Suspension, and Ineligibility Statement

C. Notice to Labor Unions or other Organizations of Workers Certification of Non-Segregated Facilities

D. All laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements

9.02 I ☐ have, ☐ have not (check one), participated in a previous contract or subcontract subject to Executive Order No. 11246, as amended, (regarding equal employment opportunity) or a preceding similar Executive Order. See the following for Executive Order No. 11246: http://www.eeoc.gov/history/executive-order-no-11246

9.03 I ☐ have, ☐ have not (check one), previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.

9.04 Bidder understands that if Bidder has failed to file any compliance reports that have been required of them, Bidder is not eligible and will not be eligible to have their Bid considered or to enter into the proposed contract unless and until Bidder makes an arrangement regarding such reporting that is satisfactory to the Agency and the office where the reports are required to be filed.

9.05 Bidder understands and acknowledges that the penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

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Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

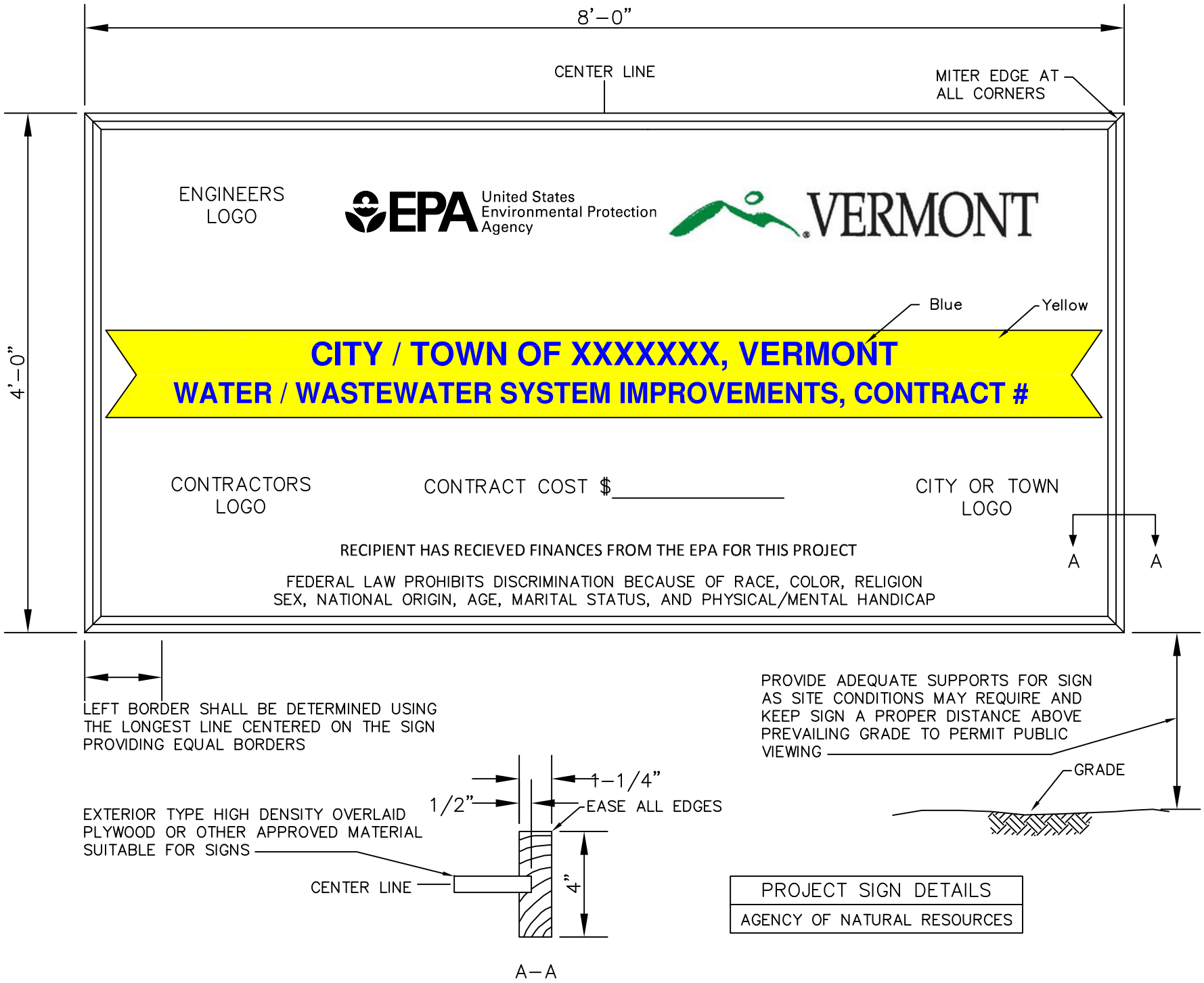
_____

Telephone Number: _____

Contact Name and e-mail address: _____

_____

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PROJECT SIGN DETAILS
AGENCY OF NATURAL RESOURCES

City of Burlington 2026 Water Resources Water District System Improvements

DBE Submittal Log

Subcontractor Name	Email Address	RFP Sent	Response
Four Season Traffic Control	fourseasonstrafficcontrolllc@gmail.com	4/14/2026	Quote Rec'd 4/15/26
New Form Supply	elibby@newformsupply.com	4/14/2026	

Kerri Germain

From: Sharon Gates <sgatesfstc@gmail.com>
Sent: Wednesday, April 15, 2026 11:51 AM
To: Kerri Germain
Subject: Re: City of Burlington 2026 Water Resources Water Distribution System Improvements
Attachments: 2026 Water Resources Water Distribution System Improvements - City of Burlington, VT - 2026 Rate Sheet.pdf; FourSeasonsTrafficControlCapabilityStatement (3).pdf

Please accept the attached rate sheet as our quote to provide traffic control as a subcontractor on this project.

Sharon Gates
Billing Manager/Quoting Specialist/Office Manager
Four Seasons Traffic Control LLC
615 VT-31 Poultney, VT 05764

Four Seasons Traffic Control LLC
Woman-Owned
Second Chance Company

On Tue, Apr 14, 2026 at 3:08 PM Heidi LaRouche <fourseasonstrafficcontrolllc@gmail.com> wrote:

Four Seasons Traffic Control LLC
615 VT-31 Poultney, VT 05764

Four Seasons Traffic Control LLC
Woman-Owned
Second Chance Company
Owners Heidi and Jeffrey LaRouche
802-417-6143
Four Seasons Traffic Control L.L.C

---------- Forwarded message ---------
From: **Kerri Germain** <Kerri@sdireland.com>
Date: Tue, Apr 14, 2026, 2:22 PM
Subject: City of Burlington 2026 Water Resources Water Distribution System Improvements
To: fourseasonstrafficcontrolllc@gmail.com <fourseasonstrafficcontrolllc@gmail.com>
Cc: Tyson Chouinard <tchouinard@sdireland.com>

Hello,

We are bidding on the City of Burlington 2026 Water Resources Water Distribution System Improvements project. Please use the following link to access the bid documents:
https://spaces.hightail.com/space/OWMw7ujF08

If you would like to bid on any portion of this project, please send us your quotes by Tuesday, April 21, 2026.

Please contact Tyson Chouinard at 802-305-8266 if you have any questions.

Thank you,

Kerri

Kerri L. Germain

Office Manager

SD Ireland COMPANIES

P.O. Box 2286

South Burlington, VT 05407

Ph: 802-863-6222 Ext. 292

Check us out online at www.sdireland.com

Kerri Germain

From: Microsoft Outlook <MicrosoftExchange329e71ec88ae4615bbc36ab6ce41109e@sdireland.com>
To: fourseasonstrafficcontrolllc@gmail.com
Sent: Tuesday, April 14, 2026 2:23 PM
Subject: Relayed: City of Burlington 2026 Water Resources Water Distribution System Improvements

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

fourseasonstrafficcontrolllc@gmail.com (fourseasonstrafficcontrolllc@gmail.com)

Subject: City of Burlington 2026 Water Resources Water Distribution System Improvements



City of Burlington 2026 Water ...

Kerri Germain

From: Jaclyn Tremblay <jtremblay@newformsupply.com>
Sent: Tuesday, April 14, 2026 2:42 PM
To: Kerri Germain
Cc: Tyson Chouinard; Erica Libby; Michelle Schleck
Subject: RE: City of Burlington 2026 Water Resources Water Distribution System Improvements

Kerri,

Thank you for sending this over.
We will review the following documents and will reach out to Tyson with any questions.

Thank you again,

JACKIE TREMBLAY
Project Sales Manager
New Form Supply
90 Heritage Park Road, Suite 2
Bucksport ME 04416
www.newformsupply.com
JTremblay@NewFormSupply.com
203-671-4528

From: Kerri Germain <Kerri@SDIRELAND.COM>
Sent: Tuesday, April 14, 2026 2:25 PM
To: Jaclyn Tremblay <jtremblay@newformsupply.com>; Erica Libby <elibby@newformsupply.com>; Michelle Schleck <mschleck@newformsupply.com>
Cc: Tyson Chouinard <tchouinard@SDIRELAND.COM>
Subject: City of Burlington 2026 Water Resources Water Distribution System Improvements

Hello,
We are bidding on the City of Burlington 2026 Water Resources Water Distribution System Improvements project. Please use the following link to access the bid documents:
https://spaces.hightail.com/space/OWMw7ujF08
If you would like to bid on any portion of this project, please send us your quotes by Tuesday, April 21, 2026.
Please contact Tyson Chouinard at 802-305-8266 if you have any questions.
Thank you,
Kerri

Kerri L. Germain
Office Manager

SD Ireland COMPANIES
P.O. Box 2286
South Burlington, VT 05407
Ph: 802-863-6222 Ext. 292

Kerri Germain

From: postmaster@newformsupply.com
To: Michelle Schleck
Sent: Tuesday, April 14, 2026 2:26 PM
Subject: Delivered: City of Burlington 2026 Water Resources Water Distribution System Improvements

Your message has been delivered to the following recipients:

Michelle Schleck (mschleck@newformsupply.com)

Subject: City of Burlington 2026 Water Resources Water Distribution System Improvements



City of Burlington
2026 Water ...

Kerri Germain

From: postmaster@newformsupply.com
To: Erica Libby
Sent: Tuesday, April 14, 2026 2:26 PM
Subject: Delivered: City of Burlington 2026 Water Resources Water Distribution System Improvements

Your message has been delivered to the following recipients:

Erica Libby (elibby@newformsupply.com)

Subject: City of Burlington 2026 Water Resources Water Distribution System Improvements



City of Burlington
2026 Water ...

Kerri Germain

From: Michelle Schleck <mschleck@newformsupply.com>
To: Kerri Germain
Sent: Tuesday, April 14, 2026 2:28 PM
Subject: Read: City of Burlington 2026 Water Resources Water Distribution System Improvements

Your message

To: Michelle Schleck
Subject: City of Burlington 2026 Water Resources Water Distribution System Improvements
Sent: Tuesday, April 14, 2026 2:25:29 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Tuesday, April 14, 2026 2:27:58 PM (UTC-05:00) Eastern Time (US & Canada).

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Public Works – Water Resources Division Submitter: Mary Bourque

Title/Subject: Construction Contract for Water Mains Replacement

Approval Requested:		Meeting Date:
☒	Board of Finance	5/11/2026
☒	City Council	5/18/2026
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	5/4/2026	Chapin Spencer
Mayor's Office	Yes	5/5/2026	Kara Alnasrawi
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	5/4/2026	Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	5/4/2026	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	5/4/2026	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

TO: Board of Finance, City of Burlington
City Council, City of Burlington

FROM: Patrick Leahy Burlington International Airport
Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering, and Sustainability

DATE: May 11, 2026 – Board of Finance
May 18, 2026 – City Council

SUBJECT: Request to Accept and Execute a Federal Aviation Administration (FAA) for the Residential Sound Insulation Program (RSIP) Phase 6 Grant and a Contract Agreement with Jones Payne Group, Inc (JPG) for the completion of this RSIP Phase 6 project.

REQUEST

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks to:

1. Execute an Agreement with Jones Payne Group, Inc (JPG) for the RSIP Phase 6 project.

2. Execute a Federal Aviation Administration ("FAA") grant for the RSIP Phase 6 project.

Background Information

The program converts incompatible residential units to a compatible land use by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior living areas. Upgrades may include replacement of windows and doors with acoustically rated products and installation or upgrade of ventilation systems. The sound insulation treatments are designed to reduce the interior noise levels to below 45 DNL and provide a minimum noise level reduction of 5dB. It is anticipated that this project will benefit potentially up to 300 homeowners with outreach, categorization and eligibility of up to 200 homes and design for up to 50 homeowners. The entire program once completed is anticipated to benefit approximately 2400 homeowners, which equates to approximate 5500 occupants.

Project Description

This new Scope of Work consists of Phase 6 of the Residential Sound Insulation Program including:

- Program Management
- Outreach to 300 Homes
- Categorization and eligibility for up to 200 homes
- Design and Bid for up to 50 Homes made eligible through AIP – 157 and/or AIP – 158 categorization & eligibility efforts.

Benefits:

The Residential Sound Insulation Program ("Program") is an approved measure of the 2020 FAA approved 14 CFR Part 150 Noise Compatibility Program. The overall Program includes approximately 2,400 residential units located within the 65-75 DNL contours of the approved 2024 Noise Exposure Map (NEM). Homes in this project will be located in the City of South Burlington, City of Winooski, Vermont or Town of Williston. Properties are selected based upon their location within or adjacent to the approved 2024 Noise Exposure Map (NEM) 65 - 75 DNL with a goal of balancing the program homes between the most affected cities/town of South Burlington, Winooski and Williston. Home selection is to be determined as part of this scope of work.

Funding:

The funding is from the FAA through the typical Airport Improvement Program (AIP) process, with the funds coming from the FAA Noise Program discretionary appropriation which provides 90% funding. The remaining 10% is the local share which will supplemented with Passenger Facility Charges (PFC). We also receive a portion of the local share reimbursement from an agreement with Vermont Gas Systems (VGS) when these improvements balance/compare with their home energy efficiency program.

PROPOSED MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract agreement with Jones Payne Group, Inc. for up to $1,344,245.00 with a 15% contingency, as allowed by the grant, for an amount up to 1,545,882.00 for the program management and engineering services for the Residential Sound Insulation Program Phase 6, subject to review and approval of the City Attorney's Office."

2. "To approve and recommend that the City Council authorize the Director of Aviation to execute a grant agreement with the Federal Aviation Administration to accept an amount of up to $1,222,871.00 with a 15% contingency, as allowed by the grant, for an amount up to 1,406,302.00 for the program management and engineering services for the Residential Sound Insulation Program Phase 6, subject to review and approval of the City Attorney's Office."

3. "To approve and recommend that the City Council authorize the Director of Aviation to take such further actions, and to execute such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby."

City Council

1. "To authorize the Director of Aviation to execute a contract agreement with Jones Payne Group, Inc. for up to $1,344,245.00 with a 15% contingency, as allowed by the grant, for an amount up to 1,545,882.00 for the program management and engineering services for the Residential Sound Insulation Program Phase 6, subject to review and approval of the City Attorney's Office."

2. "To authorize the Director of Aviation to execute an additional grant from the Federal Aviation Administration to accept an amount of up to $1,222,871.00 with a 15% contingency, as allowed by the grant, for an amount up to 1,406,302.00 for the program management and engineering services for the Residential Sound Insulation Program Phase 6, subject to review and approval of the City Attorney's Office."

3. "To authorize the Director of Aviation to take such further actions, and to execute such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby."

CITY OF BURLINGTON
DRAFT CONSULTANT CONTRACT

This Consultant Contract ("Contract") is entered into by and between the City of Burlington, Vermont ("the City"), and The Jones Payne Group ("Consultant"), a Massachusetts corporation licensed to do business in Vermont located at 123 North Washington St. 3rd Fl. Boston, Massachusetts 02114.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

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

D. "Project" means the Patrick Leahy Burlington International Airport Sound Insulation Program Phase 6.

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

2. RECITALS

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

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

C. Purpose. The City seeks to employ the Consultant to provide administrative and technical assistance for noise related issues.

3. EFFECTIVE DATE & TERM

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

expense incurred before the Effective Date or after the expiration or termination of this Contract.

B. Term. This Contract and the Parties' respective performance shall commence on the Effective Date and expire on [__December 31, 2030_____] or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Consultant shall perform the services listed in Attachment A (Request for Proposals) to the reasonable satisfaction of the Director of Aviation or designee and as described in Attachment B (Consultant's Response to Request for Proposals), subject to Section 7.B hereof and the reasonable directions of Director of Aviation or designee.

5. PAYMENT FOR SERVICES

A. Amount. The City shall pay the Consultant for completion of the Work in accordance with Attachment B (Consultant's Fee Proposal), subject to the Maximum Limiting Amount in Paragraph C, below.

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

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

C. Maximum Limiting Amount. The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of $1,344,244. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.

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

Larry Lackey, Director of Engineering, Planning, and Sustainability
1200 Airport Drive, Suite 1
South Burlington, VT 05403

Madison Reagan, Environmental Compliance and Project Manager
1200 Airport Drive, Suite 1
South Burlington, VT 05403

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Consultant's Scope of Work dated April 6, 2026
Attachment B: Consultant's Fee Proposal dated April 6, 2026
Attachment C: Burlington Standard Contract Conditions for Consultants
Attachment D: Burlington Livable Wage Ordinance Certification
Attachment E: Burlington Outsourcing Ordinance Certification
Attachment F: Burlington Union Deterrence Ordinance Certification
Attachment G: Consultant's Certificate of Insurance & Endorsements

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

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. This Contract may be executed in counterparts, each of which may be deemed an original. This Contract may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

Consultant
The Jones Payne Group, Inc.

By: _____
John Hansen III, President

Date: _____

City of Burlington
Patrick Leahy Burlington International Airport

By: _____
Nic Longo
Director of Aviation

Date: _____

Attachment A:
Consultant's Scope of Work dated April 6, 2026

PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT
RESIDENTIAL SOUND INSULATION PROGRAM
FY26 PROGRAM FORMULATION
FEBRUARY 2026

The Jones Payne Group (JPG) team will undertake the following activities to continue the Residential Sound Insulation Program. This task order will consist of:

- Program management
- Outreach to 300 homes
- Categorization and eligibility for up to 200 homes
- Design and bid for up to 50 homes made eligible through AIP 157 and/or AIP 158 categorization & eligibility efforts

For this scope of work, a "home" is defined and counted as:

- A single building containing no more than two dwelling units counts as one (1) home.
- A single condominium unit counts as one (1) home.
- A three-family apartment building counts as one and one-half (1.5) homes.
- A four-family apartment building counts as two (2) homes.
- A five-family apartment building counts as two and one-half (2.5) homes.
- A six-family apartment building counts as three (3) homes.

For this scope of work, a property is defined as:

- A parcel or plot of land, including all structures located on that parcel.

THE CONSULTANT TEAM

The Jones Payne Group, Inc. (JPG) will serve as the Prime Consultant in conjunction with direct support from Sub-Consultants: Harris Miller Miller & Hanson (HMMH) providing acoustical design services; KAS Consulting, Inc. (KAS) providing regulated materials testing and clearance; Rimkus Inc. (Rimkus) providing mechanical and electrical engineering services; 106 Associates providing historic survey and state historic preservation office coordination, and EIV providing construction observation services. JPG will take executive responsibility for contract requirements, financial accountability, and responsiveness of the CONSULTANT team members. The schedule anticipates 14 months to complete. Work undertaken will be conducted in accordance with Federal Aviation Administration guidelines and guidance specifically Advisory Circular 150/5000-9B .

The consultant team primary locations:

- JPG: Primary Principal Consultant is located in Asheville, NC. Assistant Project Manager is located in Burlington VT. All other staff are located in Boston MA

- Rimkus: Staff are located in Boston MA
- HMMH: Staff are located in Boston MA, two staff are located in California
- EIV: Staff are located in Burlington VT
- 106 Associates: Staff are located in Burlington VT
- KAS: Staff are located in Burlington VT

Task 1. FAA Airport Improvement Program Grant Development

1.1. Develop grant and Proposed Budget

The Team will develop an FAA Airport Improvement Program (AIP) grant application for use by the Airport.

Task 2. Program Oversight and Coordination

2.1. Project Management/Reporting

The Team will provide oversight and management for all task-related services identified in this scope of work. Management and coordination will include project procedures, policies, reporting, and communications both written and verbal.

2.2. Coordination with the Airport

The Team will coordinate with the Airport's designated Project Manager on a regular basis. Tasks will include 52 weekly review meetings, informal meetings, discussions, emails, letters, and memorandums, etc.

Travel Assumptions:
JP: Up to two two-night trips by the Principal Project Consultant and Project Manager as necessary.

2.3. Coordination with External Entities

The Team will coordinate with external entities such as local, state, and federal agencies, building officials and other entities as requested by the Airport on a regular basis. Tasks will include 52 weekly review meetings, informal meetings, discussions, emails, letters, and memorandums, etc.

2.4. Intra-team Coordination and Meetings

The Team will hold intra-team meetings throughout the project to ensure coordination within and among team members on scheduling, technical, agency, and homeowner/community coordination issues. We anticipate having 52 weekly coordination meetings.

2.5. Public Informational Meetings

The Team will attend up to two public meetings to assist the Airport in reporting on the status of the RSI Program. The Team will provide the necessary materials, present, and prepare a summary of comments for documentation. The Team will prepare mailings, coordinate translation of documents and arrange for interpreters, if needed.

Travel Assumptions:
JP: Up to two two-night trips by the Principal Project Consultant and Project Manager as necessary.

2.6. Coordination with Project Participants

The Team will have a local representative available to the community for questions and information about the Program, scope, and schedule. Prospective candidate participants will be notified of Program details as described in the Community Outreach Plan. It is anticipated that the homeowner coordinator will spend 4 hours per week during the 52-week schedule coordinating with project participants.

2.7. Project Website & Database

The Team will maintain and host the Program website to communicate the progress of the Sound Insulation Program. The website will provide general Program information and eligibility requirements and will keep the local community informed of the Program's progress.

The Team will also manage the project database, which contains homeowner information, eligibility, acoustical testing results, prior acoustical treatment, language preference, key milestone dates, and other property information. The Team will use this to manage and track homeowner progress.

2.8. Update Program Documentation

The Team will update, as needed, the project documents, including

- Homeowner outreach materials
- Policy and Procedure Manual (PPM) update that meets the requirements shown in Section 3.2.7 of AC 150-5000 9B

Task 3. Property Selection and Acoustical Testing & Eligibility Determination

3.1. Property Evaluation:

Evaluate properties within the 65 dB and 70 dB DNL humanized contours of the 2029 Noise Exposure Map, which have not previously been invited to participate in the program. It is assumed that there are up to 200 additional properties. The Team will perform the following tasks:

Program Applications: The Team will prepare and distribute homeowner applications to 300 (to account for non-responders) of the most noise-impacted properties where homeowner applications have not been received and where properties have not been evaluated under a prior categorization and acoustic testing effort.

3.2. Initial Property Survey and Categorization of Structures

The Team will perform a property survey for up to 200 properties to assess existing conditions in all habitable rooms. The following conditions will be documented at the site visit:

- *Confirmation of Building use type (e.g., single-family, multi-family)*
- *Confirmation of the Number of levels*
- *Number and location of all habitable rooms*
- *Flanking paths that allow noise to penetrate inside the habitable spaces (e.g., mail slots, pet doors, fireplaces).*
- *Location and type of HVAC systems.*
- *Identification of interior ceiling and/or roof construction and conditions (e.g., vaulted ceilings, attic, flat roofs), which may require a separate category for testing.*
- *Review of any potential code violations or other conditions that may affect the installation of acoustical treatments, permitting, or would otherwise require homeowner pre-work prior to treatments.*
- *Prior installation of acoustic treatments, which may require a separate category for testing.*
- *Identification of major renovations or additions which occurred after October 1, 1998.*

The survey will result in a spreadsheet that identifies the outreach effort, applications received, properties that were surveyed, and designated categories.

<u>Travel Assumptions:</u>
JP: One designer will travel from the Boston, Ma office for two separate one-week (7 night) efforts.

3.3. Acoustical Testing Plan

The Team will develop an acoustical testing plan (ATP) that meets the requirements in Section 8.2.3 of AC 150 5000-9B. The test plan will provide a summary of the testing plan, including:

- Identification of all surveyed properties
- Property categories according to the criteria established in the overarching acoustical test plan
- Recommendation and rationale for the testing percentages for each category
- Identification of the specific homes recommended for acoustical testing.

3.4. Acoustical Testing for Eligibility and Technical Memorandum

Upon FAA acceptance of the test plan, the Team will test up to sixty (60) homes. This will require up to 4 weeks of testing, divided into two 2-week measurement rounds, with at least an intervening 4 weeks needed to conduct data analysis and report results. Testing will be conducted at a pace of 1 to 3 homes per day, depending upon the size of the structures. Following each round of acoustical testing, the Team will analyze the measurement data and report the results and eligibility findings to JP in a technical memorandum, in electronic format.

Travel Assumptions:
HMMH: Up to three (3) staff members will participate in each 2-week measurement effort, and one (1) senior staff member will also perform on-site management and technical oversight for up to three (3) days during each round of acoustical testing. For budgeting purposes, it is assumed that two (2) of these staff are local (based in HMMH's Burlington, Massachusetts office and traveling by car) and that two additional staff are based in California (requiring airfare). A total of eighty-six (86) hotel nights should be budgeted for the out-of-state staff members. Principal Consultant (2x4 night trip), Senior Consultant (2x13 night trip), Consultant (2x13 night trip), Consultant (2x13 night trip). Budgeting assumes one rental car is large enough to carry all equipment for the duration of the testing.

Task 4. Design Services (50 Homes)

It is anticipated that the design services will result in one set of bid documents.

4.1. Select Program Homes

The Team will select up to 50 homes based upon the following criteria:

- Acoustical eligibility criteria accepted by the FAA
- Most noise impacted for properties that have applied and have been surveyed based on the interpolated DNL
- Property does not have any significant building, historic, or flood plain issues

4.2. Site Assessment Visits (Architectural/Engineering/Hazardous Materials)

The Team will conduct assessment visits to up to 50 homes at a rate of up to 5 homes per day. The assessment team will include representatives of each discipline. The Team will:

- Conduct an existing conditions review
- Identify habitable vs non-habitable spaces
- Photo-document all exterior elevations and interior areas as needed
- Develop existing floor plans
- Document eligible window and door openings
- Review existing mechanical system and decide if ventilation is necessary; if so, develop a design and installation plan
- Conduct environmental testing for hazardous materials including asbestos containing materials and lead-based paint which will be done using an XRF analyzer
- Document all field notes, quantities, and measurements

The Team will discuss the project schedule and the homeowner agreement with the homeowner. A draft copy of those documents will be given to the homeowner for review. We will also review potential treatments with the homeowner at the end of the visit.

Travel Assumptions:

JP: Designer two one week trips, 7 nights each. Architect one trip, 2 nights.

4.3. 60% Design Drawings

The Team will develop schematic treatment recommendations for each home that account for the conditions specific to each home and reflect the acoustic treatments required per the noise modeling. Design issues will vary from house to house depending on whether conditions require additional testing and inspection by the team's structural, hazmat, or acoustical consultants. The drawing sets will include floor plans, door and window schedules, photos of each elevation, and preliminary details on any upgrades or modifications to mechanical, electrical, or ventilation systems. The Team will coordinate with local building officials regarding any potential issues identified during the assessment visits.

4.4. Execution of Participation Agreements with Homeowners

After reviewing the 60% documents, the Team will visit each homeowner to review the acoustical treatments proposed for their home. The Team will explain the treatments to the homeowner, answer any questions, and provide further product information via the product samples.

Any changes requested by the homeowner that are consistent with the Program Policy and Procedures Manual (PPM) will be allowed. Changes that are not consistent with the PPM will be reviewed with Airport staff. The final approved treatments will be incorporated in a document referred to as the Approved Concept Packet (ACP).

The Team will compile a Homeowner Agreement package, which includes the Approved Concept Packet (ACP) and the Homeowner Agreement. The Team will transmit the Homeowner Agreement Package to each homeowner for execution. The Team will coordinate the execution of the Homeowner Agreement and transmit the originals to the Airport for execution. The Team will coordinate with the homeowners to ensure all documents are executed prior to finalizing the 90% Bid Documents.

4.5. Technical Specifications

The Team will prepare Technical Specifications and Construction Details for the Project to cover the details of construction administration procedures and acoustical products that meet Program performance requirements. Products will be reviewed for building code and testing compliance. The Team will contact product manufacturers to obtain confirmation that products meet Buy American requirements.

Prevailing wage rates will be designated as appropriate to the scope of work contained in the contract. The Team will update the technical specifications to reflect any changes in program policy, product requirements for federal provisions.

4.6. Draft Bid Documents & Probable Cost Estimate (90% Documents)

The Team will prepare a set of 90% bid documents that reflect the treatments indicated in the ACPs for each home in the bid package. The 90 percent documents are a preview of the final contract documents, which includes the architectural and engineering design plans; schedules showing door and window types keyed to details, finishes and colors; and a set of technical specifications and construction details to cover the array of products and installation conditions found within the program boundary.

Copies of the 90 percent documents will be submitted to the FAA and Airport for review and comment. Feedback from each agency regarding document compliance with their respective requirements would be particularly valuable. The Team will also provide a probable cost for each of the project homes for review by Airport and the FAA. The probable cost estimate will identify whether an item is or is not AIP eligible. The 90% bid documents will contain the following items:

- Division 0 – Bidding Requirements/Contract Documents; Division 1 – General Provisions; Division 2 – Technical Specifications

- Plans
- Details
- Probable Cost Estimate

4.7. Final Bid Documents & Probable Cost Estimate

The Team will revise the draft bid documents to reflect the comments received from the Airport and the FAA to create a set of final 100% bid documents. The draft cost estimate will be updated to reflect the final scope of work. Plans will be submitted to the Airport for code review and final modifications will be made to the documents in response to the Airport's review and recommendations.

Task 5. Bid & Award Services

5.1. Distribution of Bid Documents

The Team will package bid documents in PDF format for use by the Airport to distribute to potential bidders. The team will post the documents as available for download on the Program website.

5.2. Attend Pre-Bid Conference

The Team will assist the Airport in conducting a virtual Pre-Bid Conference for the Project. The Team will prepare the agenda for submission to the Airport in advance of the meeting and the Team will attend the Pre-Bid Conference. Minutes of the Pre-Bid Conference will be prepared by the Team.

5.3. Respond to Clarifications & Prepare Addenda

The Team will prepare clarifications in response to questions raised at the Pre-Bid Conference. Written responses, or addenda, to the bid documents will be issued on behalf of the Airport.

5.4. Tabulate & Evaluate Contractor Bids

Upon receipt of contractor bids from the Airport, the Team will prepare the bid tabulation for review by the Airport, and others as required. The Team will prepare a written analysis and recommendation letter for the lowest responsive and responsible bidder.

5.5. Coordinate Buy American Waiver Submittal

The FAA requires a Buy American Waiver be submitted by the selected contractor. The Team will review the contractor’s Buy American Waiver for compliance with FAA requirements. The Team will coordinate

with contractor to make any revisions which may be required and submit contractor's waiver to the Airport for transmittal to FAA.

DELIVERABLES:

All deliverables will be in an electronic format (MS Word/ Excel / Project / PDF) unless otherwise specified.

Task 1: FAA Airport Improvement Program Grant Development

- Team proposed scope, schedule and fee

Task 2: Program Oversight and Coordination

- Meeting Summary for each meeting associated with the airport, FAA or other non-team-related entities
- Public meeting presentations and handouts
- Updated outreach materials as required
- Updated Policy and Procedures Manual

Task 3: Acoustical Testing Protocols & Eligibility Determination

- Spreadsheet identifying all in 2029 contour including date from desktop analysis and property surveys.
- Draft and Final Overarching Acoustical Test Plan
- Draft and Final Acoustical Test Plan
- Draft and Final Acoustical Eligibility Memorandum

Task 4: Design Services

- Memorandum identifying homes to be designed including owner, address and location with DNL noise contour.
- 90% bid documents and probable cost estimate
- 100% bid documents and probable cost estimate
- Executed homeowner participation agreement from each property owner

Task 5: Bid & Award Services

- Pre-Bid meeting agenda
- Pre-Bid meeting summary
- Draft addendums including responses and updated drawings responding questions during bidding process
- Memorandum summarizing construction bids and recommendation for award

Attachment B:
Consultant's Fee Proposal dated April 6, 2026

The Jones Payne Group

Patrick Leahy Burlington International Airport Residential Sound Insulation Program

Summary of Compensation

Fiscal Year 2026 :
Program Management
Design & Bid of 50 Homes
Outreach to 300 Homes
Categorization for up to 200 homes

PRIME CONSULTANT:	***Jones Payne Group***			
	AMOUNTS			
FIRM	**FEE**	**EXPENSES**	**TOTAL**	**DBE %**
Jones Payne Group	$777,692	$32,428	$810,120	
Rimkus Inc.	$284,986	$11,208	$296,194	
HMMH*	$166,808	$32,556	$199,364	15%
KAS Consultants	$22,341	$16,225	$38,566	
TOTAL	**$1,251,827**	**$92,417**	**$1,344,244**	**15%**

* Denotes DBE Firm

The Jones Payne Group Team Fee FY 26	JPG	Rimkus	HMMH	KAS	TOTAL
Task 1 - FAA AIP Grant Development					
1.1 Develop Grant and Proposed Budget	$ 4,360	$ -	$ -	$ -	$ 4,360
Subtotal Direct Labor $s Task 1	**$ 4,360**	**$ -**	**$ -**	**$ -**	**$ 4,360**
Subtotal Hours $s Task 1	**16**	**0**	**0**	**0**	**16**
Task 2 - Program Oversight and Coordination					
2.1 Project Management / Reporting	$ 119,208	$ 6,579	$ -	$ 10,040	$ 135,827
2.2 Coordination with Airport	$ 63,788	$ 2,637	$ -	$ -	$ 66,425
2.3 Coordination with External Entities	$ 19,860	$ 3,949	$ -	$ -	$ 23,809
2.4 Intra-team Coordination & Meetings	$ 35,178	$ 22,390	$ 6,176	$ 600	$ 64,344
2.5 Public Informational Meetings	$ 12,076	$ -	$ -	$ -	$ 12,076
2.6 Coordination w/ Project Participants	$ 17,048	$ -	$ -	$ -	$ 17,048
2.7 Project Website & Database	$ 17,656	$ -	$ -	$ -	$ 17,656
2.8 Update Program Documentation	$ 6,884	$ -	$ -	$ -	$ 6,884
Subtotal Direct Labor $s Task 2	**$ 291,698**	**$ 35,555**	**$ 6,176**	**$ 10,640**	**$ 344,069**
Subtotal Hours $s Task 2	**1494**	**236**	**24**	**91**	**1845**
Task 3 - Acoustical Testing Protocols & Eligibility Determination					
3.1 Property Evaluation	$ 24,460	$ -	$ -	$ -	$ 24,460
3.2 Initial Property Survey & Categorization of Homes	$ 89,820	$ -	$ -	$ -	$ 89,820
3.3 Acoustica Test Plan	$ 12,226	$ -	$ -	$ -	$ 12,226
3.3 Acoustical Testing for Eligibility and Technical Memorandum	$ 11,140	$ -	$ 156,008	$ -	$ 167,148
Subtotal Direct Labor $s Task 3	**$ 137,646**	**$ -**	**$ 156,008**	**$ -**	**$ 293,654**
Subtotal Hours $s Task 3	**864**	**0**	**912**	**0**	**1776**
Task 4 - Design Services					
4.1 Select Program Properties	$ 11,136	$ -	$ -	$ -	$ 11,136
4.2 Site Assessment Visits	$ 76,622	$ 59,187	$ -	$ 8,830	$ 144,639
4.3 60% Design Drawings	$ 155,600	$ 117,398	$ -	$ 840	$ 273,838
4.4 Execution of Homeowner Participation Agreements	$ 18,916	$ -	$ -	$ -	$ 18,916
4.5 Technical Specifications	$ 16,049	$ 6,828	$ -	$ 1,060	$ 23,937
4.6 Draft Bid Documents & Probable Cost Estimate (90%)	$ 44,625	$ 17,469	$ 4,624	$ 255	$ 66,973
4.7 Final Bid Documents & Probable Cost Estimate (100%)	$ 13,725	$ 35,689	$ -	$ 255	$ 49,670
Subtotal Direct Labor $s Task 4	**$ 336,673**	**$ 236,570**	**$ 4,624**	**$ 11,240**	**$ 589,108**
Subtotal Hours $s Task 4	**$ 1,969**	**$ 2,028**	**$ 24**	**$ 106**	**4127**
Task 5 - Bid & Award					
5.1 Distribution of Bid Documents	$ 880	$ -	$ -	$ -	$ 880
5.2 Pre-Bid Conference	$ 880	$ 1,075	$ -	$ -	$ 1,955
5.3 Respond to Clarifications & Prepare Addenda	$ 2,338	$ 11,785	$ -	$ 230	$ 14,353
5.4 Tabulate & Evaluate Contractor Bids	$ 3,218	$ -	$ -	$ 230	$ 3,448
Subtotal Direct Labor $s Task 5	**$ 7,316**	**$ 12,861**	**$ -**	**$ 460**	**$ 20,637**
Subtotal Hours $s Task 5	**32**	**110**	**0**	**4**	**146**
TOTAL DIRECT LABOR DOLLARS	**$ 777,692**	**$ 284,986**	**$ 166,808**	**$ 22,341**	**$ 1,251,827**
TOTAL DIRECT LABOR HOURS	**4375**	**2374**	**960**	**201**	**7910**
Direct Expenses					
TOTAL DIRECT EXPENSES	**$ 32,428**	**$ 11,208**	**$ 32,556**	**$ 16,225**	**$ 92,417**
TOTAL FEE	**$ 810,120**	**$ 296,194**	**$ 199,364**	**$ 38,566**	**$ 1,344,244**

JONES PAYNE GROUP BTV RESIDENTIAL SOUND INSULATION PROGRAM FY26	PRINCIPAL PROJECT CONSULTANT	PROJECT MANAGER	ARCHITECT	DESIGNER III	DESIGNER II	EDITOR	WEB MANAGER	CONSTRUCTION ADMINISTRATOR	ASST. PROJECT MANAGER	TOTAL HOURS	COST
	$325.00	$220.00	$289.00	$172.00	$135.00	$172.00	$186.00	$147.00	$147.00		
Task 1 - FAA AIP Grant Development											
1.1 Develop Grant and Proposed Budget	8	8								16	$ 4,360
Subtotal Hours Task 1	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**16**	
Subtotal Direct Labor $s Task 1	**$2,600**	**$1,760**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$ 4,360**
Task 2 - Program Oversight and Coordination											
2.1 Project Management / Reporting	104	104				8			416	632	$ 119,208
2.2 Coordination with Airport	68	120							104	292	$ 63,788
2.3 Coordination with External Entities	12	20	40							72	$ 19,860
2.4 Intra-team Coordination & Meetings	26	52							104	182	$ 35,178
2.5 Public Informational Meetings	20	20							8	48	$ 12,076
2.6 Coordination w/ Project Participants		8							104	112	$ 17,048
2.7 Project Website & Database		4					8		104	116	$ 17,656
2.8 Update Program Documentation	4	4							32	40	$ 6,884
Subtotal Hours Task 2	**234**	**332**	**40**	**0**	**0**	**8**	**8**	**0**	**872**	**1494**	
Subtotal Direct Labor $s Task 2	**$76,050**	**$73,040**	**$11,560**	**$0**	**$0**	**$1,376**	**$1,488**	**$0**	**$128,184**		**$ 291,698**
Task 3 - Acoustical Testing Protocols & Eligibility Determination											
3.1 Property Evaluation	2	8							150	160	$ 24,460
3.2 Initial Property Survey & Categorization of Homes	4	10		280	250				30	574	$ 89,820
3.3 Acoustical Test Plan	2	16		40					8	66	$ 12,226
3.4 Acoustical Testing for Eligibility and Eligibility Report	2	12		20					30	64	$ 11,140
Subtotal Hours Task 3	**10**	**46**	**0**	**340**	**250**	**0**	**0**	**0**	**218**	**864**	
Subtotal Direct Labor $s Task 3	**$3,250**	**$10,120**	**$0**	**$58,480**	**$33,750**	**$0**	**$0**	**$0**	**$32,046**		**$ 137,646**
Task 4 - Design Services											
4.1 Select Program Properties	2	8		8					50	68	$ 11,136
4.2 Site Assessment Visits	2	2	26	200	16				214	460	$ 76,622
4.3 60% Design Drawings		50	50	400	400				50	950	$ 155,600
4.4 Execution of Homeowner Participation Agreements		8		8	8				100	124	$ 18,916
4.5 Technical Specifications	1	8	40	4	4				8	65	$ 16,049
4.6 Draft Bid Documents & Probable Cost Estimate (90%)	1	40	60	40	40				40	221	$ 44,625
4.7 Final Bid Documents & Probable Cost Estimate (100%)	1	8	8	16	40				8	81	$ 13,725
Subtotal Hours Task 4	**7**	**124**	**184**	**676**	**508**	**0**	**0**	**0**	**470**	**1969**	
Subtotal Direct Labor $s Task 4	**$2,275**	**$27,280**	**$53,176**	**$116,272**	**$68,580**	**$0**	**$0**	**$0**	**$69,090**		**$ 336,673**
Task 5 - Bid & Award											
5.1 Distribution of Bid Documents		4								4	$ 880
5.2 Pre-Bid Conference		4								4	$ 880
5.3 Respond to Clarifications & Prepare Addenda		8	2							10	$ 2,338
5.4 Tabulate & Evaluate Contractor Bids		12	2							14	$ 3,218
Subtotal Hours Task 5	**0**	**28**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**32**	
Subtotal Direct Labor $s Task 5	**$0**	**$6,160**	**$1,156**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$ 7,316**
TOTAL LABOR HOURS	**259**	**538**	**228**	**1,016**	**758**	**8**	**8**	**-**	**1,560**	**4,375**	
TOTAL DIRECT LABOR DOLLARS	**$84,175**	**$118,360**	**$65,892**	**$174,752**	**$102,330**	**$1,376**	**$1,488**	**$0**	**$229,320**		**$ 777,693**

Direct Expenses										Expenses Cost
DIRECT EXPENSES	Rate	Units	Quantity							**TOTAL EXPENSES**
Airfare	$ 500.00	trip	4							$ 2,000
Lodging	$ 202.00	night	48							$ 9,696
Meals / Per Diem	$ 86.00	day	59							$ 5,074
Mileage/ Tolls	$ 0.73	mile	4600							$ 3,358
Rental car	$ 450.00	week								
Photocopies / Printing / Professional Publications	$ 1.00	page	2000							$ 2,000
Postage / Courier / Overnight	$ 1.00	letter	300							$ 300
										$ -
										$ -
Structural Services	$ 5,000.00	allowance								$ 5,000
Translation Services	$ 5,000.00	allowance								$ 5,000
										$ -
TOTAL DIRECT EXPENSES										**$ 32,428**

TOTAL FEE	**$ 810,121**

RIMKUS INC BTV RESIDENTIAL SOUND INSULATION PROGRAM FY26	Vice President Engineering	PM-Elect.	Elect. Engineer	PM-HVAC	Code	HVAC Engineer	CAD Manager	CAD Tech	Principal Electrical Engineer	TOTAL HOURS	COST
	Kenneth Wagner	Ivan Korotich	Billy Ryan	Kyle Simmons	Doug Anderson	David Gilleran	Carina Grealish	Matt Solander	Mike Murray		
	$411.21	$97.79	$116.83	$150.36	$246.92	$117.29	$116.83	$78.62	$243.39		
Task 1 - FAA AIP Grant Development											
1.1 Develop Grant and Proposed Budget										0	$ -
Subtotal Hours Task 1	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Subtotal Direct Labor $s Task 1	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$ -**
Task 2 - Program Oversight and Coordination											
2.1 Project Management / Reporting	16									16	$ 6,579
2.2 Coordination with Airport	4	4		4						12	$ 2,637
2.3 Coordination with External Entities	2	8	4			16				30	$ 3,949
2.4 Intra-team Coordination & Meetings	8	50	16	8		60	16	16	4	178	$ 22,390
2.5 Public Informational Meetings										0	$ -
2.6 Coordination w/ Project Participants										0	$ -
2.7 Project Website & Database										0	$ -
2.8 Update Program Documentation										0	$ -
Subtotal Hours Task 2	**30**	**62**	**20**	**12**	**0**	**76**	**16**	**16**	**4**	**236**	
Subtotal Direct Labor $s Task 2	**$12,336**	**$6,063**	**$2,337**	**$1,804**	**$0**	**$8,914**	**$1,869**	**$1,258**	**$974**		**$ 35,555**
Task 3 - Acoustical Testing Protocols & Eligibility Determination										0	
3.1 Property Selection										0	$ -
3.2 Initial Property Survey & Categorization of Homes										0	$ -
3.3 Acoustical Test Plan										0	$ -
3.4 Acoustical Testing for Eligibility and Technical Memorandum										0	$ -
Subtotal Hours Task 3	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Subtotal Direct Labor $s Task 3	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$ -**
Task 4 - Design Services											
4.1 Select Program Properties										0	$ -
4.2 Site Assessment Visits	12	144	16	8		184	100	24	8	496	$ 59,187
4.3 60% Design Drawings	16	275	100	16		425	20	175	16	1043	$ 117,398
4.4 Execution of Homeowner Participation Agreements										0	$ -
4.5 Technical Specifications	4	16	4	2		16			4	46	$ 6,828
4.6 Draft Bid Documents & Probable Cost Estimate (90%)	4	40	75	8					8	135	$ 17,469
4.7 Final Bid Documents & Probable Cost Estimate (100%)	4	40	75	4		115	12	50	8	308	$ 35,689
Subtotal Hours Task 4	**40**	**515**	**270**	**38**	**0**	**740**	**132**	**249**	**44**	**2028**	
Subtotal Direct Labor $s Task 4	**$16,448**	**$50,362**	**$31,544**	**$5,714**	**$0**	**$86,795**	**$15,422**	**$19,576**	**$10,709**		**$ 236,570**
Task 5 - Bid & Award											
5.1 Distribution of Bid Documents										0	$ -
5.2 Pre-Bid Conference		5				5				10	$ 1,075
5.3 Respond to Clarifications & Prepare Addenda	2	40	8			48			2	100	$ 11,785
5.4 Tabulate & Evaluate Contractor Bids										0	$ -
Subtotal Hours Task 5	**2**	**45**	**8**	**0**	**0**	**53**	**0**	**0**	**2**	**110**	
Subtotal Direct Labor $s Task 5	**$822**	**$4,401**	**$935**	**$0**	**$0**	**$6,216**	**$0**	**$0**	**$487**		**$ 12,861**
TOTAL LABOR HOURS	**72**	**622**	**298**	**50**	**-**	**869**	**148**	**265**	**50**	**2,374**	
TOTAL DIRECT LABOR DOLLARS	**$29,607**	**$60,825**	**$34,815**	**$7,518**	**$0**	**$101,925**	**$17,291**	**$20,834**	**$12,170**		**$ 284,985**

Direct Expenses										**Expenses Cost**	
DIRECT EXPENSES	Rate	Units	Trips	People						**TOTAL EXPENSES**	
Airfare											$ -
Lodging	$ 200.00	6	3	2							$ 7,200
Meals / Per Diem	$ 60.00	6	3	2							$ 2,160
Mileage/ Tolls	$ 0.700	440	3	2							$ 1,848
Photocopies / Printing / Professional Publications											$ -
Postage / Courier / Overnight											$ -
Office Supplies											$ -
Structural Services											$ -
Translation Services											$ -
Miscellaneous											$ -
TOTAL DIRECT EXPENSES											**$ 11,208**

TOTAL FEE											**$ 296,193**

HMMH, INC. BTV RESIDENTIAL SOUND INSULATION PROGRAM FY26	Supervisry Cons. I	Principal Cons. II	Senior Cons. III	Consultant II	Consultant III	TOTAL HOURS	COST
	$374.00	$254.00	$180.00	$144.00	$133.00		
Task 1 - FAA AIP Grant Development							
1.1 Develop Grant and Proposed Budget						0	$ -
Subtotal Hours Task 1	**0**	**0**	**0**	**0**	**0**	**0**	
Subtotal Direct Labor $s Task 1	**$0**	**$0**	**$0**	**$0**	**$0**		**$ -**
Task 2 - Program Oversight and Coordination							
2.1 Project Management / Reporting						0	$ -
2.2 Coordination with Airport						0	$ -
2.3 Coordination with External Entities						0	$ -
2.4 Intra-team Coordination & Meetings	8	8		8		24	$ 6,176
2.5 Public Informational Meetings						0	$ -
2.6 Coordination w/ Project Participants						0	$ -
2.7 Project Website & Database						0	$ -
2.8 Update Program Documentation						0	$ -
Subtotal Hours Task 2	**8**	**8**	**0**	**8**	**0**	**24**	
Subtotal Direct Labor $s Task 2	**$2,992**	**$2,032**	**$0**	**$1,152**	**$0**		**$ 6,176**
Task 3 - Acoustical Testing Protocols & Eligibility Determination							
3.1 Property Selection						0	$ -
3.2 Initial Property Survey & Categorization of Homes						0	$ -
3.3 Acoustical Test Plan						0	$ -
3.4 Acoustical Testing for Eligibility and Technical Memorandum		168	248	248	248	912	$ 156,008
Subtotal Hours Task 3	**0**	**168**	**248**	**248**	**248**	**912**	
Subtotal Direct Labor $s Task 3	**$0**	**$42,672**	**$44,640**	**$35,712**	**$32,984**		**$ 156,008**
Task 4 - Design Services							
4.1 Select Program Properties						0	$ -
4.2 Site Assessment Visits						0	$ -
4.3 60% Design Drawings						0	$ -
4.4 Execution of Homeowner Participation Agreements						0	$ -
4.5 Technical Specifications		8	8	8		24	$ 4,624
4.6 Draft Bid Documents & Probable Cost Estimate (90%)						0	$ -
4.7 Final Bid Documents & Probable Cost Estimate (100%)						0	$ -
Subtotal Hours Task 4	**0**	**8**	**8**	**8**	**0**	**24**	
Subtotal Direct Labor $s Task 4	**$0**	**$2,032**	**$1,440**	**$1,152**	**$0**		**$ 4,624**
Task 5 - Bid & Award							
5.1 Distribution of Bid Documents						0	$ -
5.2 Pre-Bid Conference						0	$ -
5.3 Respond to Clarifications & Prepare Addenda						0	$ -
5.4 Tabulate & Evaluate Contractor Bids						0	$ -
Subtotal Hours Task 5	**0**	**0**	**0**	**0**	**0**	**0**	
Subtotal Direct Labor $s Task 5	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$ -**
TOTAL LABOR HOURS	**8**	**184**	**256**	**264**	**248**	**960**	
TOTAL DIRECT LABOR DOLLARS	**$2,992**	**$46,736**	**$46,080**	**$38,016**	**$32,984**		**$ 166,808**

Direct Expenses						Expenses Cost
DIRECT EXPENSES	Rate	Units	Trips	People		**TOTAL EXPENSES**
Airfare	$ 750.00	3	2	2		$ 2,250
Lodging	$ 202.00	86	2	3 to 4		$ 17,372
Meals / Per Diem	$ 86.00	94	2	3 to 4		$ 8,084
Parking / Taxi	$ 150.00	3	2	2		$ 450
Gasoline / Tolls	$ 200.00	2	2	3 to 4		$ 400
Rental Car	$ 2,000.00	2	2	3 to 4		$ 4,000
Photocopies / Printing / Professional Publications						
Postage / Courier / Overnight						
Office Supplies						
Structural Services						
Translation Services						
Miscellaneous						
TOTAL DIRECT EXPENSES						**$ 32,556**

TOTAL FEE	**$ 199,364**

KAS CONSULTANTS BTV RESIDENTIAL SOUND INSULATION PROGRAM FY26	SENIOR MANAGER	PROJECT MANAGER	FIELD INSPECTOR	ADMINISTRATOR	TOTAL HOURS	COST
	$140.00	$115.00	$100.00	$65.00		
Task 1 - FAA AIP Grant Development						
1.1 Develop Grant and Proposed Budget					0	$ -
Subtotal Hours Task 1	**0**	**0**	**0**	**0**	**0**	
Subtotal Direct Labor $s Task 1	**$0**	**$0**	**$0**	**$0**		**$ -**
Task 2 - Program Oversight and Coordination						
2.1 Project Management / Reporting	6	80			86	$ 10,040
2.2 Coordination with Airport					0	$ -
2.3 Coordination with External Entities					0	$ -
2.4 Intra-team Coordination & Meetings	1	4			5	$ 600
2.5 Public Informational Meetings					0	$ -
2.6 Coordination w/ Project Participants					0	$ -
2.7 Project Website & Database					0	$ -
2.8 Update Program Documentation					0	$ -
Subtotal Hours Task 2	**7**	**84**	**0**	**0**	**91**	
Subtotal Direct Labor $s Task 2	**$980**	**$9,660**	**$0**	**$0**		**$ 10,640**
Task 3 - Acoustical Testing Protocols & Eligibility Determination						
3.1 Property Selection					0	$ -
3.2 Initial Property Survey & Categorization of Homes					0	$ -
3.3 Acoustical Test Plan					0	$ -
3.4 Acoustical Testing for Eligibility and Technical Memorandum					0	$ -
Subtotal Hours Task 3	**0**	**0**	**0**	**0**	**0**	
Subtotal Direct Labor $s Task 3	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$ -**
Task 4 - Design Services						
4.1 Select Program Properties					0	$ -
4.2 Site Assessment Visits	1	6	80		87	$ 8,830
4.3 60% Design Drawings	6				6	$ 840
4.4 Execution of Homeowner Participation Agreements					0	$ -
4.5 Technical Specifications	1	8			9	$ 1,060
4.6 Draft Bid Documents & Probable Cost Estimate (90%)	1	1			2	$ 255
4.7 Final Bid Documents & Probable Cost Estimate (100%)	1	1			2	$ 255
Subtotal Hours Task 4	**10**	**16**	**80**	**0**	**106**	
Subtotal Direct Labor $s Task 4	**$1,400**	**$1,840**	**$8,000**	**$0**		**$ 11,240**
Task 5 - Bid & Award						
5.1 Distribution of Bid Documents					0	$ -
5.2 Pre-Bid Conference		2			2	$ 230
5.3 Respond to Clarifications & Prepare Addenda		2			2	$ 230
5.4 Tabulate & Evaluate Contractor Bids					0	$ -
Subtotal Hours Task 5	**0**	**4**	**0**	**0**	**4**	
Subtotal Direct Labor $s Task 5	**$0**	**$460**	**$0**	**$0**		**$ 460**
TOTAL LABOR HOURS	**17**	**104**	**80**	**-**	**201**	
TOTAL DIRECT LABOR DOLLARS	**$2,380**	**$11,960**	**$8,000**	**$0**		**$ 22,340**

Direct Expenses					Expenses Cost
DIRECT EXPENSES	Rate	Units	Samples	People	**TOTAL EXPENSES**
Airfare					$ -
Lodging					$ -
Meals / Per Diem					$ -
Mileage/ Tolls	$ 0.725	mile	100		$ -
Photocopies / Printing / Professional Publications					$ -
Postage / Courier / Overnight					$ -
Office Supplies					$ -
ACM Samples	$ 6.35	Sample	500		$ 3,175
XRF Gun	$ 260.00	Home	50		$ 13,000
Miscellaneous Sampling Supplies	$ 5.00	Day	10		$ 50
TOTAL DIRECT EXPENSES					**$ 16,225**

TOTAL FEE	**$ 38,565**

Attachment C:
Burlington Standard Contract Conditions For Consultants

ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSULTANTS

1. **DEFINITIONS:**
   - **A.** The "Contract" shall mean the Contract between Consultant and the City to which these conditions apply and includes this Attachment C.
   - **B.** The "Consultant" shall mean _____.
   - **C.** The "City" shall mean the City of Burlington, Vermont or any of its departments.
   - **D.** The "Effective Date" shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
   - **E.** The "Parties" shall mean the parties to this Contract.
   - **F.** The "Work" shall mean the services being provided by the Consultant, as provided in the Contract.

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

3. **INSURANCE & INDEMNIFICATION:** The insurance and indemnification provisions set forth in Attachment C-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.

4. **CONFLICT OF INTEREST:** The Consultant shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Consultant, its employees or agents, or its subconsultants, if any.
5. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant's use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

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

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

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

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

The Consultant warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Consultant to be paid, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

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

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

8. **DESIGN STANDARDS:**

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

   b. The Consultant shall ensure that any design conforms to applicable requirements of the Americans with Disabilities Act, including any regulations or design standards promulgated pursuant thereto (including, without limitation, the current edition of the ADA Accessibility Guidelines), and any more stringent disability access laws that may apply. If applicable to the Work, and to the extent appropriate in the Consultant's reasonable professional judgment, the Consultant shall build reasonable tolerances into plans to ensure that as-built or remodeled, buildings or structures comply with applicable accessibility standards (e.g., so that the future tiling of a wall will not cause a restroom stall to fail to meet minimum width standards, etc.).

9. **RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants for all work performed under the Contract and shall be solely responsible for all procedures, methods

of analysis, interpretation, conclusions and contents of work performed under the Contract. The Consultant shall be responsible to the City for all acts or omissions of its subconsultants and any other person performing work under this Contract.

10. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the City, in writing, of any such contacts and the results thereof.

11. **INSPECTION OF WORK:** The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Consultant pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

    Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.

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

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

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

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

13. **PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of

introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

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

15. APPEARANCES:

A. Hearings and Conferences: The Consultant shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

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

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

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

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

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

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

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

and must be accompanied with documentation to substantiate their charges.

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

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

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

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

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

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

20. **EXTENSION OF TIME:** The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

21. PUBLIC HEALTH EMERGENCY:

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

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Consultant shall create a public health emergency plan acceptable to the City. The Consultant shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.
   a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
      i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Consultant's workers;
      ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
      iii. A schedule for possible updates to the plan as standards and mandates change; and
      iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
   b. Review and Acceptance of Plan:
      i. Consultant must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
      ii. The City shall have sole discretion to require changes to the plan.
      iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

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

22. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

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

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

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

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

24. FAILURE TO COMPLY WITH TIME SCHEDULE: If the City is dissatisfied because of

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

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

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

27. **OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

28. **PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.

29. **PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled

is solely within the purview of City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

30. **RECORDS RETENTION AND ACCESS:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Consultant in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Consultant further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Consultant, sub-consultants, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

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

32. **SETTLEMENTS OF MISUNDERSTANDINGS:** Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

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

    A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Consultant, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However,

if a notice of termination is given to a Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Consultant shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

i. Breach: Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Consultant will not be in default for any excusable delays as provided in Sections 19-21.

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

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

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

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

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

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

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

35. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Consultant will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Consultant, and any subconsultants, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

36. CHILD SUPPORT PAYMENTS: By signing the Contract, the Consultant certifies, as of the date of signing the Contract, that the Consultant (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

37. TAX REQUIREMENTS: By signing the Contract, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Consultant is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

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

39. ASSIGNMENT: Consultant shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subconsultant is approved, Consultant shall be responsible

and liable for all acts or omissions of that subconsultant for any Work performed. If any subconsultant is approved, Consultant shall be responsible to ensure that the subconsultant is paid as agreed and that no lien is placed on any City property.

40. **TRANSFERS, SUBLETTING, ETC:** The Consultant shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-consultant participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Consultant of responsibility for the performance of that portion of the work so transferred. The form of the sub-consultant's contract shall be as developed by the Consultant and approved by the City. The Consultant shall ensure that insurance coverage exists for any operations to be performed by any sub-consultant as specified in the insurance requirements section of this Contract.

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

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

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

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

44. **RELATIONSHIP:** The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials, or equipment. The Parties agree that neither the Consultant nor its principal(s) or employees are entitled to any employee benefits from the City. Consultant understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Consultant agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

    The Consultant understands and agrees that it is responsible for the payment of all taxes on the

above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

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

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

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

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

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

50. **APPENDICES:** The City may attach to these conditions' appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest versions applicable to the Contract.

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

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

Attachment C-1
Insurance & Indemnification

As used in this Attachment, the term "Contractor" shall refer to the "Consultant".

INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required.

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

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

A. Commercial General Liability: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that commercial general liability insurance coverage, covering bodily injury and property damage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

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

B. Workers' Compensation/Employer Liability: With respect to all operations performed, the

Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

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

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

For contracts involving work of any kind or nature on Lake Champlain, Workers' Compensation/Employer's Liability policy shall include a Maritime Endorsement (USL&H).

C. Automobile Liability: The Contractor shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract. Each policy shall provide coverage with a limit not less than: $1,000,000 - Combined Single Limit for each occurrence.

D. Professional Liability/Errors & Omissions:

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

   (a) $2,000,000 - Annual Aggregate/Policy Limit

   (b) $1,000,000 - Per Claim/Occurrence

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

3. Coverage: The Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

E. Special Coverages
   a. Builders' Risk or Installation Floater: Value of project or contract

F. Umbrella/Excess Liability:

1. $2,000,000 Each Event Limit
2. $2,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer Liability.

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability) shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy shall be endorsed to waive subrogation against the City.

INDEMNIFICATION:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, and hold harmless the City and its officers and employees from liability and claims, suits, fines, penalties, expenses (including attorneys' fees and costs), losses, liens, judgments, and damages of any kind or nature whatsoever (collectively, "Claims") arising as a result of the Contractor's acts and/or omissions in the performance this Contract.

Notwithstanding the foregoing, with respect to Professional Negligence (defined below), (i) the Contractor shall not have a defense duty to the City or its officers and employees; and (ii) the Contractor's duty to indemnify and hold harmless the City and its officers and employees shall be limited to the extent of the Contractor's actual fault; provided, however, that the Contractor's indemnification obligation with respect to Professional Negligence shall include the obligation to reimburse defense costs in the event and to the extent such costs are incurred and paid by the City as the proximate cause of said Professional Negligence.

As used herein, "Professional Negligence" means a failure by the Contractor to exercise that degree of skill and care ordinarily possessed by a reasonably prudent professional practicing in the same or similar locality and providing the same or similar services. For greater clarity, Professional Negligence generally includes the type of negligence covered under a Professional Liability/Errors & Omissions policy of insurance but not necessarily under a Commercial General Liability or Automobile Liability policy of insurance.

Federal Aid Contract Supplement

As used herein, the term "Contractor" may refer to a subrecipient or consultant.

This is a federal aid contract. The terms and conditions of this supplement are incorporated by this reference into the contract to which this supplement is attached and/or to which it is intended to relate.

The request for Proposals, Notice to Bidders, or other solicitation for this Contract may contain or incorporate by reference certain federal requirements, which are also hereby incorporated by this reference as though fully set forth.

The Contractor shall include the terms and conditions of this supplement in any subcontract or subrecipient agreement hereunder, and the same shall apply at every tier.

If this is a state-aid construction contract, unless otherwise indicated in, or modified by, any Contract Document, the 2024 VTrans Standard Specifications for Construction Contracts (or more current version) are incorporated herein by this reference as though fully set forth. The 2024 Standard Specifications are available here for reference purposes: https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024.

If this is a federal-aid construction contract, applicable provisions of form FHWA-1273 are incorporated herein by this reference as though fully set forth. The current version of this form is available here for reference purposes: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf.

If this is a federal-aid construction contract, it shall be governed by the requirements of Section 70914 of the Build America, Buy America Act ("BABAA"), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58.

If this agreement is for professional services related to a project that is subject to BABAA requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58: While professional services are not subject to BABAA, the Consultant understands that they are responsible for ensuring that, absent a waiver by the appropriate federal agency, the City shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. The Consultant shall obtain all necessary compliance certificates for work that is within the Consultant's scope of work. Failure to do so shall be a default under this agreement.

Guidance on complying with BABAA is outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18,2022.

If the BABAA applies to this Contract, then the BABAA Certification attached as Attachment 1 hereto shall be completed by the Contractor and is incorporated herein by this reference; provided that if a different form was provided for this purpose in the bid set or other solicitation documents, that form shall be used instead.

If this is not a construction contract, then the terms and conditions of the State of Vermont's federal provisions for non-construction contracts are incorporated herein by this reference as though fully set forth, except that reference to the State of Vermont shall include the City of Burlington. Said terms and conditions are currently available here for reference: https://bgs.vermont.gov/sites/bgs/files/files/purchasing-contracting/Forms/2024%20Updates/State%20of%20VT%20Federal%20-%20NON-CONSTRUCTION%20-%2012-30-24.docx.

The Contractor shall comply with all applicable federal, state, and local laws, including applicable provisions of 2 C.F.R. Part 200, and in particular applicable provisions of Appendix II to Part 200, available here for reference: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200.

The Contractor shall not discriminate against any person in its use of the Grant based upon race, color, sex, gender (including pregnancy, general identity, or gender expression), sexual orientation, religion, national origin, ancestry or place of birth, mental or physical disability, age, or family status.

The Contractor shall comply with the Equal Opportunity Clause set forth in 41 C.F.R. 60-1.4(b), available here for reference: https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b).

If the Contract is related to right of way construction, then the Vermont Standard Title VI Nondiscrimination Assurances attached hereto as Attachment 2 are incorporated herein by this reference. Regardless whether the Contract is related to right of way construction, the provisions of all applicable civil rights laws are incorporated herein by this reference, including all applicable statutes referenced in Attachment 2.

Any requirement of any of the Contract Documents allowing City inspection or audit of any kind or nature relating to the Contract shall extend to any state or federal agency.

If this contract involves the procurement of telecommunications equipment or services, then the contract provisions referenced in Federal Acquisition Regulation 4.2105 are hereby incorporated into this Contract by reference as though fully set forth, and are available here for reference: https://www.acquisition.gov/far/4.2105#FAR_4_2105.

If the federal award in connection with which this Contract is entered was not less than $100,000, then the Contractor shall complete the Byrd Anti-Lobbying Amendment Certification attached hereto as Attachment 3, the provisions of which are incorporated herein by this reference; provided that if a different form was provided for this purpose in the bid set or other solicitation documents, that form shall be used instead.

The Contractor shall complete the Non-collusion and Debarment Certification attached hereto as Attachment 4, the provisions of which are incorporated herein by this reference; provided that if a different form was provided for this purpose in the bid set or other solicitation documents, that form shall be used instead.

The undersigned Contractor hereby certifies on behalf of itself and all contractors (at all tiers) that it will meet Build America, Buy America requirements in Section 70914 of the Bipartisan Infrastructure Law P.L. 117-58, using one of the following provisions:

_____ The infrastructure project/product contains no steel or iron products, manufactured products or construction materials manufactured outside the United States per Section 70914 of the Bipartisan Infrastructure Law, P.L. 117-58. If there is ANY foreign steel or iron, manufactured products or construction materials in your infrastructure project/product you may not check this box.

_____ The project/product has foreign steel or iron, manufactured products, or construction materials; a **Build America, Buy America** waiver is required. The Contracting Entity may, but is not obligated to, seek a waiver of Build America, Buy America requirements if grounds for the waiver exist. However, Contractor certifies that it will comply with the applicable Build America, Buy America requirements if a waiver of those requirements is not available or not pursued by the Contracting Entity. The waiver process can take time and the project may not move forward until a waiver is completed.

A false certification is a criminal act in violation of 18 USC 1001. Should this Agreement be investigated, Contractor has the burden of proof to establish that it is in compliance.

Contractor: _____

Signature of Authorized Official: _____

Name of Authorized Official: _____

Title: _____

Date: _____

VERMONT STANDARD TITLE VI/NON-DISCRIMINATION ASSURANCES APPENDICES A and E

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 et seq. and 49 C.F.R. § 303;
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- 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, (102 Stat. 28.), ("*….which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964*.");
- 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 Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. 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 non-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), as implemented by 49 C.F.R. § 25.1 et seq.

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER $100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

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

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

DEBARMENT AND NON-COLLUSION CERTIFICATION

I, _____, representing
(Official Authorized to Sign Contracts)

_____ of _____,
(Individual, Partnership or Corporation) (City or State)

certify under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation who has submitted a bid for this covered transaction, that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid for this project.

I further certify under the penalties of perjury under the laws of the State of Vermont and the United States that said individual, partnership or corporation or any person associated therewith in any capacity:

(1) Is (are) not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Has (have) not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Is (are) not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification;

(4) Has (have) not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Is (are) not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal; and

(6) Is (are) not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(7) Shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

8) Shall include the required language of this certification in all subcontracts over $25,000.00 and that all such sub-recipients shall certify and disclose accordingly.

_____.
(Signature of Official Authorized to Sign Contracts)

_____
(Printed name and Title of Signatory)

_____
(Date)

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administration sanctions.

EXCEPTIONS:

Attachment D:
Burlington Livable Wage Ordinance Certification

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

The Jones Payne Group, Inc.

I, John Hansen III , on behalf of _____("the Contractor") in connection

Leahy Burlington International Airport Residential Sound Insulation Program

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

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

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

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

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

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

_____

Date By: Contractor _____

Subscribed and sworn to before me:

_____

Date Notary_____

Attachment E:
Burlington Outsourcing Ordinance Certification

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

I, John Hansen III, on behalf of

The Jones Payne Group, Inc. (Contractor) and in connection with the

Leahy Burlington International Airport Residential Sound Insulation Program

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

Dated at _____, Massachusetts this day of , 20__.

By:_____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Attachment F:
Burlington Union Deterrence Ordinance Certification

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, John Hansen III, on behalf of The Jones Payne Group, Inc.
Leahy Burlington International Airport Residential Sound Insulation Program
(Contractor) and in connection with _____ (City contract/project/grant), hereby certify under oath that The Jones Payne Group, Inc. (Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

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

By:_____
Duly Authorized Agent

Attachment G:
Consultant's Certificate of Insurance & Endorsements

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: House Account	
Brown & Brown Insurance Services, Inc. 107 Audubon Rd Wakefield MA 01880	PHONE (A/C, No, Ext): (781) 245-5400	FAX (A/C, No): (781) 245-5463
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Transportation Insurance Company	20494
INSURER B :	Continental Casualty Company	20443
INSURER C :	Beazley America Insurance Company Inc	37540
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
The Jones Payne Group Inc.
Jones Payne Architects & Planners, Inc.
123 North Washington St.
Boston MA 02114

COVERAGES **CERTIFICATE NUMBER:** 2025 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6021106615	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		6021106615	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		6021106629	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Arch/Eng Prof Liab incl Pollution			C1BA78251001	06/01/2025	06/01/2026	Per Claim Aggregate	2,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Residential Sound Insulation Program - Phase 6
Patrick Leahy Burlington International Airport
South Burlington Vermont
City of Burlington and Burlington International Airport are included as Additional Insureds per written contract under the General, Automobile, and Umbrella Liability insurance policies, subject to same terms and conditions. 30-day notice of cancellation, except 10-day notice for non-payment of premium.
Valuable Papers: $370,000

CERTIFICATE HOLDER

City of Burlington and Burlington International Airport
1200 Airport Drive, Suite 1
South Burlington, VT 05403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2864176

DATE (MM/DD/YYYY): 05/01/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 888-828-8365 **FAX (A/C, No):** **E-MAIL ADDRESS:** insperitycerts@locktonaffinity.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Indemnity Insurance Company of North America / 43575
INSURED **THE JONES PAYNE GROUP, INC.** **123 N WASHINGTON ST FL 3** **BOSTON, MA 02114-2113**	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		C7398046A	10/01/2025	10/01/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT 	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Residential Sound Insulation Program - Phase 6 | Patrick Leahy Burlington International Airport South Burlington Vermont

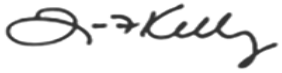
CERTIFICATE HOLDER

City of Burlington and Burlington International Airport
ATTN: Larry Lackey, Director of Planning, Engineering, and Sustainability
1200 Airport Drive
Suite 1
South Burlington VT 05403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo

Title/Subject: Request to Accept and Execute a Federal Aviation Administration (FAA) for the Residential Sound Insulation Program (RSIP) Phase 6 Grant and a Contract Agreement with Jones Payne Group, Inc (JPG) for the completion of this RSIP Phase 6 project

Approval Requested:		Meeting Date:
☒	Board of Finance	5/11/2026
☒	City Council	5/18/2026
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/24/2026	Nicolas Longo
Mayor's Office	Yes	5/6/2026	Kara Alnasrawi
Board/Commission	Yes	4/28/2026	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	4/20/2026	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	5/4/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

TO: Board of Finance, City of Burlington
City Council, City of Burlington

FROM: Patrick Leahy Burlington International Airport
Nic Longo, Director of Aviation
Madison Reagan, Environmental Compliance and Project Manager

DATE: May 11, 2026 – Board of Finance
May 18, 2026 – City Council

SUBJECT: Request to Execute a Federal Aviation Administration (FAA) grant for the Cargo Apron Construction project and execute a Contract with Hoyle Tanner and Associates (HTA) and execute a Contract with S.D. Ireland Concrete Construction Corporation (SDI).

REQUEST

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks to:

1. Execute a Federal Aviation Administration ("FAA") grant for the Cargo Apron Construction project.

2. Execute an Agreement with Hoyle Tanner and Associates (HTA) for construction oversight services for the Cargo Apron.

3. Execute an Agreement with S.D. Ireland Concrete Construction Corporation (SDI) for the construction of the Cargo Apron.

Background Information – Project Description

The project includes construction, construction administration, and resident project representative services for an approximate 7,200 SY expansion on the West side of the existing cargo apron to accommodate a Boeing 767 cargo aircraft. This project will add the additional needed space at the existing cargo apron. The additional space will grow our common use, as this area will be shared cargo apron infrastructure with many operators. This project also includes the relocation of the vehicle service road from the Runway 1 end to Taxiway Charlie.

Project Approach

S.D. Ireland Concrete Construction Corporation (SDI) was selected through a competitive bid process in March 2026. There were a total of two bids and SDI provided the lowest comprehensive and complete bid.

Hoyle Tanner and Associates (HTA) was selected to provide construction oversight and resident representative (RPR) services through the Airports selection process by meeting standards by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all airport improvement projects (AIP) grant funded projects. For FAA AIP projects, a qualifications-based process with an independent fee estimate (IDE) is completed for projects. Anything over $100,000 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed a record of negotiations (RON) is completed if needed, dependent on the results of the IFE.

Benefits:

Currently the airport has one cargo apron designated for one air carrier. This expansion of approximately 7,200 SY will allow for multiple operators, which will grow the airports common use as multiple operators will use the additional space.

Funding:

The funding is from the FAA through the typical Airport Improvement Program (AIP) process, with the funds coming from the airport entitlement appropriation. The remaining 10% is the local share which BTV will provide. This funding is backed and will be paid for with the airports passenger facilities charges (PFC).

PROPOSED MOTIONS:

Airport Commission

1. To approve the memo as presented

Board of Finance:

1. "To approve and recommend the City Council to authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount of up to $3,925,260 with a 15% contingency, as allowed by the grant, for an amount up to $4,514,049 for the Cargo Apron Construction project, subject to review and approval of the City Attorney's Office."

2. “To approve and recommend the City Council to authorize the Director of Aviation to execute a contract agreement with Hoyle Tanner and Associates (HTA) for up to $422,400 with a 15% contingency, as allowed by the grant, for an amount up to $485,760 for the construction administration and resident project representative (RPR) services, subject to review and approval of the City Attorney’s Office.”

3. “To approve and recommend the City Council to authorize the Director of Aviation to execute a contract agreement with S.D. Ireland Concrete Construction Corporation (SDI) for up to $3,927,000 with a 15% contingency, as allowed by the grant, for an amount up to $4,516,050 for the construction services, subject to review and approval of the City Attorney’s Office.”

City Council

1. “To authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount of up to $3,925,260 with a 15% contingency, as allowed by the grant, for an amount up to $4,514,049 for the Cargo Apron Construction project, subject to review and approval of the City Attorney’s Office.”

2. “To authorize the Director of Aviation to execute a contract agreement with Hoyle Tanner and Associates (HTA) for up to $422,400 with a 15% contingency, as allowed by the grant, for an amount up to $485,760 for the construction administration and resident project representative (RPR) services, subject to review and approval of the City Attorney’s Office.”

3. “To authorize the Director of Aviation to execute a contract agreement with S.D. Ireland Concrete Construction Corporation (SDI) for up to $3,927,000 with a 15% contingency, as allowed by the grant, for an amount up to $4,516,050 for the construction services, subject to review and approval of the City Attorney’s Office.”

CITY OF BURLINGTON
DRAFT CONSULTANT CONTRACT

This Consultant Contract ("Contract") is entered into by and between the City of Burlington, Vermont ("the City"), and Hoyle, Tanner & Associates, Inc. ("Consultant"), a Vermont corporation located at 125 College Street, 4th Floor, Burlington, VT 05401.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

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

D. "Project" means the construction phase services for Expand Cargo Apron at Burlington International Airport.

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

2. RECITALS

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

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

C. Purpose. The City seeks to employ the Consultant to provide professional engineering services to assist in the construction phase for Expand Cargo Apron at Burlington International Airport. The purpose of this Contract is to employ the Consultant to provide such services..

3. EFFECTIVE DATE & TERM

A. Effective Date. This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the

Effective Date and shall have no obligation to pay Consultant for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.

B. Term. This Contract and the Parties' respective performance shall commence on the Effective Date and expire on February 28, 2027 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Consultant shall perform the services listed in Attachment A (Request for Proposals) to the reasonable satisfaction of the Director of Aviation or designee and as described in Attachment B (Consultant's Response to Request for Proposals), subject to Section 7.B hereof and the reasonable directions of Director of Aviation or designee.

5. PAYMENT FOR SERVICES

A. Amount. The City shall pay the Consultant for completion of the Work in accordance with Attachment B (Consultant's Response to Request for Proposals), subject to the Maximum Limiting Amount in Paragraph C, below.

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

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

C. Maximum Limiting Amount. The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of **$422,400.00**. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.

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

Larry Lackey, Director of Engineering, Planning, and Sustainability
1200 Airport Drive, Suite 1
South Burlington, VT 05403

Madison Reagan, Environmental Compliance and Project Manager
1200 Airport Drive, Suite 1
South Burlington, VT 05403

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated [_____]
Attachment B: Consultant's Response to Request for Proposals dated 3/20/2026
Attachment C: Burlington Standard Contract Conditions for Consultants
Attachment D: Burlington Livable Wage Ordinance Certification
Attachment E: Burlington Outsourcing Ordinance Certification
Attachment F: Burlington Union Deterrence Ordinance Certification
Attachment G: Consultant's Certificate of Insurance & Endorsements

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

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. This Contract may be executed in counterparts, each of which may be deemed an original. This Contract may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

Consultant
Hoyle, Tanner & Associates, Inc.

By: _____

Date: _____

City of Burlington
Patrick Leahy Burlington International Airport

By: _____
Nic Longo
Director of Aviation

Date: _____

Attachment A:
Request for Proposals dated [_____]

PATRICK LEAHY
BURLINGTON
INTERNATIONAL AIRPORT

July 25, 2024

Hoyle Tanner & Associates Inc.
150 Dow Street
Manchester, NH 03101

ngonzalez@hoyletanner.com

Dear Nils Gonzalez,

Congratulations! Patrick Leahy Burlington International Airport (Leahy BTV) is pleased to let you know that Hoyle Tanner & Associates Inc. have been selected to provide Architectural and Engineering services to Leahy BTV for projects from federal fiscal year 2025 through 2029 as approved on our Capital Improvement Program (CIP).

The process used by Leahy BTV for hiring consultants follows the Federal Aviation Administration guidelines. The Airport has chosen to select a number of consultants to be on an "on call" list where they will be further contacted to participate in specific projects. The development of scopes and contracts will be done at the time of the projects. Attached please find our program summary with potential assignments. Please understand that as we move forward due to adjustments made annually to the CIP, timing and assignments will need to be adjusted as needed.

Thank you for your time and effort in preparation for the selection process. We look forward to the potential of working together in the near future. If you have any questions or concerns don't hesitate to reach out.

Sincerely,

Nic Longo, Director of Aviation

A: 1200 Airport Drive, #1 South Burlington, VT 05403
P: 802.863.2874

PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT
2024 PROCUREMENT OF PROFESSIONAL SERVICES CONSULTANT SELECTION PROCESS AND RECOMMENDATIONS

BACKGROUND

FAA Advisory Circular 150/5100-14E outlines guidance to be used in the selection of consultants to contract with to perform architectural, engineering and planning services on federally funded projects at airports, such as Airport Improvement Program (AIP) projects and Passenger Facility Charge (PFC) projects. Separate processes, which included qualification-based selection, were completed for architectural /engineering and planning services, respectively.

The Patrick Leahy Burlington International Airport (BTV) has followed the process outlined in the Advisory Circular and has selected consultants for airport related services about every 5 years or when there was a significant change to the Capital Improvement Program (CIP). BTV has completed this process numerous times throughout the past 30 years, with the most recent selection in 2019 for projects through 2024.

The normal process is to advertise a Request for Qualifications (RFQ) to interested Consultants. This is a summary of the process used this year:

1. IDENTIFYING THE PROJECT(S) AND PROFESSIONAL SERVICES

Within the RFQ was a list of the projects we expect to begin, but not limited to, within the next 5-year period. This attachment provided the project name, limited scope, probable year, anticipated services and estimated project cost.

2. ESTABLISHING A SELECTION BOARD

The airport selected a diverse group of individuals from the airport staff to review and evaluate the received qualification packets. The team was as

follows:

Nic Longo, Director of Aviation
Marie Freidman, Director of Finance
Larry Lackey, Director of Planning, Engineering and Sustainability
Kirk Patch, Associate Airport Engineer
Andrew Geppner, Manager Airfield Maintenance

3. DETERMINING A SELECTION POLICY

AC 150/5100-14E Section 2.7 was followed in detail, which was a comparative analysis of professional qualifications necessary for satisfactory performance of the services required as outlined in Section 1 above. The process fully satisfied the requirements of an open and free competition.

4. DEVELOPING A SELECTION CRITERIA

Within the RFQ was a detailed set of selection criteria as outlined below:

Statement of Qualifications (SQQ) were read and evaluated by the Consultant Selection Board. The evaluation process was used to determine which proposals provide the best value to BTV. The best value is determined by evaluating company capability, resource capacity, and staff experience and project references. This will, based on the criteria below and in the professional opinion of the selection board, assure timely delivery of quality service and products. The selection committee used the evaluation criteria described below to objectively evaluate and rank the proposals that were found to be responsive to all major requirements of this RFQ. Upon reviewing SOQ's, BTV selected multiple qualified firms from which it will request proposals for professional architectural/engineering and planning services. The selection of qualified firms and individuals was made by BTV in its sole discretion. Selected participating firms must be willing to submit proposals in response to a request for proposals for the services as referred to in Section 1 above, at the time of project need.

Proposals, which meet the minimum response requirements for architectural/engineering services, were evaluated and scored based on the following criteria:

Criteria	Maximum Points
Prior Experience working with Aviation - Aviation Project Experience Adequacy and availability of resources, Familiarity with geographical projects, ability and knowledge of the Local, State and Federal regulatory processes.	**25**
Staffing Qualifications and Experience with Aviation - Qualifications and Experience of Project Team in Staffing, Aviation Project Management & Team Organization - this organization will be delineated by there being one (1) designated Project Manager to Communicate with & keep Informed the Director of Engineering and Deputy Director of Aviation.	**20**
Capacity for Aviation Projects - are the proposal and scoping report thoroughly reviewed/ proof-read and well written, organized, and communicate clearly what the accomplished goal is.	**20**
Approach to Aviation - Does the proposal demonstrate a creative approach to problem solving, identify the key stakeholder of the development process and lay out a critical path that would lead to successful completion	**20**
Technical Aviation Expertise - Do the Plan Sheets and Technical Submissions demonstrate sound engineering and design practices, contain adequate supporting plan sheets, and overall enable a well-managed construction project	15
Total	100

Proposals, which meet the minimum response requirements for planning services were evaluated and scored, based on the following criteria:

Criteria	Maximum Points
Prior Experience working with Aviation - Aviation Project Experience Adequacy and availability of resources, Familiarity with geographical projects, ability and knowledge of the Local, State and Federal regulatory processes.	25

Staffing Qualifications and Experience with Aviation - Qualifications and Experience of Project Team in Staffing, Aviation Project Management & Team Organization - this organization will be delineated by there being one (1) designated Project Manager to Communicate with & keep Informed the Director of Engineering and Deputy Director of Aviation.	20
Capacity for Aviation Projects- are the proposal and scoping report thoroughly reviewed/ proof-read and well written, organized, and communicate clearly what the accomplished goal is.	20
Approach to Aviation - Does the proposal demonstrate a creative approach to problem solving, identify the key stakeholder of the development process and lay out a critical path that would lead to successful completion.	20
Technical Aviation Expertise - Does Technical Submissions demonstrate sound planning and environmental practices and overall good experience?	15
Total	100

5. SOLICITING, EVALUATING AND SELECTING A CONSULANT

1. SOLICITING:

On January 24, 2024, the Airport issued a Request for Qualifications (RFQ) statement. Included, as a part of the RFQ, was a summary of anticipated projects that could occur over the period of FY2025-FY2029. The due date was May 1, 2024 for SOQ's. BTV received 10 SOQ's for Architectural/Engineering Services and 7 SOQ's for Planning Services.

2. EVALUATING

As stated above, each qualification submission was reviewed by Airport staff personnel as outlined in Section 2 using Selection Criteria outlined in Section 4 above. Each staff member scored each SOQ independently. The scores were then tabulated based on the scoring and the qualifications by firm were ranked.

3. SELECTING

As stated above, the process used by the Airport for hiring consultants follows the Federal Aviation Administration guidelines. This requires the selection of a firm, or firms, from a number of possible candidates after the solicitation of qualifications that best serves the interests of the Airport, and then working with a selected firm to develop a scope of work, negotiate appropriate fees, and executing a contract. As in previous processes, the Airport has chosen to select a number of consultants to be on an "on-call" list where they will be further contacted to participate in specific contracts.

That list of selected consultants for **Architectural/Engineering** Services follows:

CHA
Jacobs Engineering Group
Hoyle Tanner and Associates
Passero Associates
Stantec
McFarland Johnson
Jones Payne Group
*EIV

That list of selected consultants for **Planning** Services follows:

CHA
Jacobs Engineering Group
Jones Payne Group
VHB
Passero Associates
Stantec
McFarland Johnson
*EIV

*DBE consultant to be used for project assistants.

6. DEVELOPING AND EXECUTING THE CONSULTANT AGREEMENT

As in previous processes, the Airport has chosen to select a number of consultants to be on an "on-call" list where they will be further contacted to participate in specific contracts. The development of scopes and contracts will be done at the time the projects; however at this time we have assigned the above consultants to the projects

anticipated in our 2025 to 2029 CIP, dated November 28, 2023, that was provided as part of this RFQ process. Those assignments are shown on the attached CIP, however as we move forward due to adjustments made annually to the CIP, timing and assignments will need to be adjusted as needed.

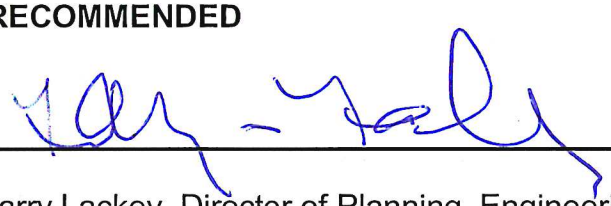
CONCLUSION AND RECOMMENDATION

The result of this analysis/review process should be a selection of firms that can accomplish needed architectural/airfield design, building/airfield construction, project administration, and planning and environmental services to meet the needs at the Patrick Leahy Burlington International Airport for the next several years. Selection of individual firms and negotiation of fees for specific projects will occur as these projects develop in the Airport's CIP and the particulars skills of the "on-call" consultants are reviewed.

PROCESS

The narrative included in this document was prepared in good faith to ensure that the Consultant selection process was conducted in a fair and reasonable manner. The procedures outlined in Advisory Circular 150/5100-14E have been followed to the extent practical.

RECOMMENDED



Larry Lackey, Director of Planning, Engineering and Sustainability

ACCEPTED



Nic Longo, Director of Aviation

DATED: June 13, 2024

Attachment: BTV Capital Improvement Plan FFY2025-2029

BURLINGTON INTERNATIONAL AIRPORT (BTV)
AIP PROJECTS - FEDERAL FISCAL YEARS 2025-2029

PROGRAM SUMMARY
Tuesday, November 28, 2023

DESCRIPTION	FISCAL YEAR 2025	FISCAL Year 2026	FISCAL Year 2027	FISCAL Year 2028	FISCAL Year 2029	Anticipated Consultant Project Assignment
1. AIRFIELD PROJECTS						
b. Rehabilitate Customs/Cargo Apron - Construction	$5,664,351					Hoyle Tanner & Associates
c. New Glycol Treatment System Upgrade					$2,000,000	Stantec
d. Taxiway B Relocation		$2,500,000				McFarland Johnson
e. Relocate Twy L		$2,500,000				McFarland Johnson
g. Runway 15-33 Shoulder Mill and Overlay and Lighting				$5,000,000		Stantec
h. Runway 1-19 Mill and Overlay and shortening				$10,000,000		Stantec
j. Twy C Rehab			$1,500,000			Jacob's Engineering Group
j. South (Quarry) Apron/Twy G? Project (?)						
k. Old Twy K (G) Rehab				$2,800,000		Hoyle Tanner & Associates
l. Twy J rehab					$500,000	Hoyle Tanner & Associates
m. Perimeter Road Rehab/fencing					$800,000	Passero Associates
o. 890 Apron Rehab					$1,400,000	Hoyle Tanner & Associates
2. TERMINAL AREA APRON PROJECTS						
3. TERMINAL BUILDING RELATED PROJECTS						
a. North Concourse Removal, Replacement Project and Jet Bridges						
b. South Concourse Removal, Replacement Project and Jet Bridges				$3,500,000		Jacob's Engineering Group
4. OTHER PROJECTS (AIP/PFC ELIGIBLE)						
a. Replace SRE Equipment			$800,000			Passero Associates
5. PLANNING/ PREDESIGN PROJECTS						
a. Avigation Easements, evaluation, acquisition	$600,000					Passero Associates
b. Obstruction Removal (Rwy 15, Rwy 33)	$500,000					Passero Associates
c. Wildlife Study Update					$150,000	Passero Associates
6. BIL Funds						
e. NEW SRE Building	$19,208,769					Passero Associates
TOTAL PROJECT COST	$25,973,120	$5,000,000	$2,300,000	$21,300,000	$4,850,000	
Total Federal Funding (90%) includes entitlement and discretionary funding	$23,375,808	$4,500,000	$2,070,000	$19,170,000	$4,365,000	
Local Funding required (10%):	$2,597,312	$500,000	$230,000	$2,130,000	$485,000	
Entitlement	$3,600,000	$3,600,000	$3,600,000	$3,600,000	$3,600,000	
Anticipated AIP Discretionary/Supplemental/Omnibus CDS	$19,775,808	$900,000	($1,530,000)	$15,570,000	$765,000	
1. NOISE MITIGATION						
b. Update Noise Compatibility Program	$500,000					CHA
e. Noise mitigation Implementation	$5,055,555	$5,555,555	$5,555,555	$5,555,555	$5,555,555	Jones Payne Group/CHA
TOTAL NOISE MITIGATION TOTAL PROJECT COST	$5,555,555	$5,555,555	$5,555,555	$5,555,555	$5,555,555	
Total Federal Funding (90%)	$5,000,000	$5,000,000	$5,000,000	$5,000,000	$5,000,000	
Local Funding required (10%)	$555,556	$555,556	$555,556	$555,556	$555,556	
1. AIP SUPPLEMENTAL FUNDING						
TOTAL AIP SUPPLEMENTAL FUNDING	$0	$0	$0	$0	$0	
Total Federal Funding (90%)	$0	$0	$0	$0	$0	
Local Funding required (10%):	$0	$0	$0	$0	$0	

NOTES: FEDERAL FISCAL YEAR BEGINS OCT 1

Entitlement - red

Discretionary funding for projects shown in purple

Attachment B:
Consultant's Response to Request for Proposals dated 3/20/2026

ATTACHMENT A

SCOPE OF WORK

EXPAND CARGO APRON
CONSTRUCTION PHASE

at
BURLINGTON INTERNATIONAL AIRPORT

This contract will cover the general administration and construction phase services, such as construction administration and resident engineering for the construction of the Extend Taxiway G And Construct New General Aviation South Apron project.

ARTICLE I. PROJECT ADMINISTRATION

The CONSULTANT will provide project administration services as required and as requested by the OWNER during the design and construction periods. The CONSULTANT's services under this paragraph will include:

1. Prepare two (2) subconsultant requests for services including drawings and subconsultant agreements with supporting back-up documentation required for material testing and stormwater monitoring.
2. Develop, edit, and revise project scope of work and fee proposal and assist the Owner during Independent Fee Estimate (IFE) process by providing project sketches, scoping meeting notes, and correspondence relevant to project.
3. Prepare contract documents and supporting back-up documentation required in connection with the Project.
4. Throughout the course of the project the consultant will update original schedule, coordinate project tasks, report on monthly progress, and maintain project records file.
5. Assist Owner by filling out FAA Monthly Progress Reports while project is in the construction phase. Assume 6 reports.
6. Assist the Owner with end of year DBE reporting for all grants open, closed and contracts executed.
7. As reasonably requested, provide assistance with any other administrative-type work required by the Owner in connection with the Project. The engineer will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the Owner, the state, the FAA, and other interested parties; disseminating interim project information to the Owner, the state, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for six (6) years.
8. Manage Project budget including monthly billings and scope reviews. The Project Manager will provide general project administration and coordination with the staff of the accounting department. The Project Manager will prepare the internal close out forms. The Project Manager will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The consultant will approve and process invoices received from subconsultants and vendors providing services to the engineer throughout the design phases of the project. The consultant will prepare and submit monthly invoices to the Owner for services provided to the Owner and for costs incurred by the consultant and their subconsultants. It is anticipated that a total of 20 invoices will be prepared and submitted during the course of the

project.

ARTICLE II CONSTRUCTION ADMINISTRATION

Hoyle Tanner's work under this paragraph will include:

1. Issue notice of award, prepare contractor contracts, review bonds and certifications, distribute documents.

2. Prepare Conformed Bid documents into Construction Documents by incorporating all addendums into the contract set.

3. Prepare and issue a “Notice to Proceed” to the Contractor

4. Prepare and schedule pre-construction conference materials, contact list, coordinate and attend pre-construction conference at Airport. Prepare meeting minutes and distribute.

5. Coordinate the Work of the Material Testing Firm.

6. Establish and maintain a tracking system for all Project construction records (Request for Information (RFI), Change Order (CO), etc.

7. Review the Contractor’s Project Schedule, Submittal Schedule, Available Equipment, and list of proposed subcontractors

8. Request for Information will be responded to through the preparation of written directives and sketches on behalf of the Airport to the Contractor. This scope assumes no more than 10 design inquiries will be submitted by the contractor and considers contractor resubmittal as another separate submittal.

9. Shop Drawing & Submittal Review. This scope assumes no more than 20 shop drawings and materials lists reviews and considers contractor resubmittal as another separate submittal.

10. Prepare for, coordinate, and attend weekly job meetings and site visits (Assume 17). Prepare meeting minutes and distribute.

11. Keep the Owner informed of the progress and quality of the Work

12. Periodic review of all schedules with Owner and Contractor

13. Notify Owner and Contractor in writing of any work not in conformity with the Construction Documents

14. Review construction materials testing

15. Provide assistance in the review of the Contractor’s requests for change orders. Coordinate the Change Orders with the FAA prior to Owner’s execution.

16. Prepare Change Orders for the Owner's and FAA's approval and execution. This scope assumes no more than 5 Change Orders items and considers contractor resubmittal as another separate submittal.

17. Prepare revised Contract Drawings to illustrate and document approved Change(s).

18. Review Contractor's application for payment. Determine if it is an appropriate amount (assume 3 payment applications).

19. Review Contractor Certified Payroll Submittals

20. Prepare and submit a monthly project status update to the FAA, using form 5370-1. This scope assumes no more than 3 submittals will be made to the FAA;

21. Attend Final Inspection, prepare, assemble and distribute the official punch list(s) and meeting notes.

22. Review Contractor's record drawings and all other close-out documentation

23. Consultation & Advice to Resident Engineer – assume 4 hours per week for duration of the project

24. Consultation & Advice to Owner – assume 1 hour per week for duration of the project.

ARTICLE III. CONSTRUCTION OBSERVATION (119 calendar days)

Hoyle Tanner will provide full-time construction observation services for 182 calendar days in 2023 for the construction of the PROJECT. Based on previous construction phases of the terminal apron project, this scope includes 10 hours per day for a 6-day work week for the duration of the construction. The inspector shall be fully qualified for the work and shall be approved by the OWNER and the FAA.

The field technician will, as appropriate:

1. Undertake a pre-field review of the plans and specifications in order to familiarize him with the PROJECT documents and PROJECT work site.

2. Review and approve requests for payments to contractors.

3. Prepare daily reports covering the work in progress, delays to construction, unusual events, visitors to the work site, and record daily contract quantities.

4. Coordinate the construction activity with the OWNER.

5. Provide "as built" information for preparation of "as built" drawings of the completed PROJECT.

6. Arrange for, conduct, or witness field, laboratory, or shop tests for construction materials as required by the plans and specifications.

7. Determine the suitability of materials brought to the site to be used in the construction.

8. Interpret the contract plans and specifications and monitor the construction activities to assure compliance with the intent of the design.

9. Measure, compute, or monitor quantities of work performed and quantities of materials in-place for partial and final payments to the contractors; and maintain diaries and other project records to document the work.

10. Undertake post-field work as necessary in order to close out the PROJECT.

ARTICLE IV. MATERIALS CONTROL & TESTING

Hoyle Tanner's work under this Article includes: determination of the materials testing required for construction; contracting with and coordinating the work of a Professional Materials Testing firm to obtain testing for the PROJECT.

Field services:

1. Soil:
Provide a Technician to perform the following field testing of fill materials:
- ASTM D 75: Practice for Sampling Aggregates
- ASTM D 2922: Density of Soil and Soil-Aggregate in Place by Nuclear Methods
- ASTM D 3017: Water Content of Soil and Rock in Place by Nuclear Methods
- ASTM D 6938: In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods

2. Concrete:
Provide a Technician to perform the following field tests of freshly mixed concrete:
- ASTM C 31: Making and Curing Concrete Test Specimens in the Field
- ASTM C 143: Slump of Hydraulic Cement Concrete
- ASTM C 172: Sampling Freshly Mixed Concrete
- ASTM C 173: Air Content of Freshly Mixed Concrete by the Volumetric Method
- ASTM C 231: Air Content of Freshly Mixed Concrete by the Pressure Method
- ASTM C 1064: Temperature of Freshly Mixed Portland Cement Concrete
- Report quantity of fresh concrete tested and test results

3. Hot Mix Asphalt:
Provide a Technician to perform the following field tests:
- ASTM D 979 Sampling Bituminous Paving Mixtures
- ASTM D 2950 Density of Bituminous Concrete in Place by Nuclear Methods
- ASTM D 6926 Preparation of Bituminous Specimens Using MARSHALL Apparatus
- ASTM D 6927 MARSHALL Stability and Flow of Bituminous Mixtures

Laboratory services:

1. Soil:
- ASTM D 422: Particle-Size Analysis of Soils (without Hydrometer analysis)
- ASTM D 698: Laboratory Compaction Characteristics of Soil Using Standard Effort
- ASTM D 854: Specific Gravity

- ASTM D 1557: Laboratory Compaction Characteristics of Soil Using Modified Effort
- ASTM D 2419: Sand Equivalent value of Soils and Fine Aggregate

2. Concrete and Aggregate:
   - ASTM C 29: Bulk Density, Unit Weight Voids in Aggregate
   - ASTM C 39: Compressive Strength of Cylindrical Concrete Specimens
   - ASTM C 78: Flexural Testing (Third Point Loading)
   - ASTM C 88: Magnesium/Sodium Sulfate Soundness of Aggregate-Quantitative
   - ASTM C 117: Material Finer than 751-1m (#200) Sieve in Mineral Aggregates by Washing
   - ASTM C 131: Los Angeles Abrasion of Small Size Coarse Aggregate
   - ASTM C 136: Sieve Analysis of Fine and Coarse Aggregates
   - ASTM C 4791: Flat Particles, Elongated Particles, and Flat and Elongate Particles in Coarse Aggregate
   - ASTM C 5821: Fractured Particles of coarse Aggregate

ARTICLE V. PROJECT CLOSE-OUT

1. Upon completion of the construction work, the CONSULTANT shall prepare, execute, and furnish a copy of "As-Built" plans to the Federal Aviation Administration and to the Owner. Plans to include 1-full size set, 2-11”x17” sets, 2 CD/DVD’s plans in pdf and AutoCAD versions, 1 CD/DVD in pdf to the FAA.

2. Upon completion of the construction work, the CONSULTANT shall prepare SF-271 Final Outlay Report, SF-425 Final Federal Financial Report, FAA-ANE’s Project Closure Summary Form and Sponsor Certification for Project Final Acceptance Form.

3. Preparation and submission of the final report to the Owner and FAA project narrative, summary of construction costs identifying added or deleted items, explanations and justifications for underruns and overruns of various quantities, and summary of change orders, if any. Final report shall be submitted electronically and shall also include “As-Built” record drawings, contractors’ payrolls, contractor’s final pay requisition, shop drawings, summary of all required acceptance testing (including PWL calculations), final inspection report including any outstanding punch list items, representative project photos, and operations and maintenance manuals, if any.

EXHIBIT B

ESTIMATE OF PLANNING/DESIGN/CONSTRUCTION ADMIN RESIDENT ENGINEERING COST
for
EXPAND CARGO APRON
CONSTRUCTION PHASE
at
BURLINGTON INTERNATIONAL AIRPORT
for
CITY OF BURLINGTON
SOUTH BURLINGTON, VT
March 20, 2026

HOYLE TANNER PROJECT NO. 23.037701.00

Article I – Project Administration	**Hoyle Tanner Phase 01**	**$13,000**	**ACTUAL COST PLUS FIXED FEE**
Article II – Construction Administration	**Hoyle Tanner Phase 71**	**$112,100**	**ACTUAL COST PLUS FIXED FEE**
Article III – Resident Engineering	**Hoyle Tanner Phase 72**	**$195,200**	**ACTUAL COST PLUS FIXED FEE**
Article IV - Materials Control & Testing	**(included in Expenses Phase 99)**		
Article V – Closeout	**Hoyle Tanner Phase 80**	**$13,200**	**LUMP SUM**
Expenses and Subconsultants	**Hoyle Tanner Phase 99**	**$88,900**	**ACTUAL COST**
TOTAL ESTIMATED PROJECT COST:		**$422,400**	

BURLINGTON INTERNATIONAL AIRPORT

EXPAND CARGO APRON
CONSTRUCTION PHASE

HOYLE TANNER PROJECT NO. 23.037701.00

Article I – Project Administration
Hoyle Tanner Phase 01

		ESTIMATED HOURS BY LABOR CLASSIFICATION								
Task	**Description**	**Bob Furey $94.19** /HR	**Nils Gonzalez $87.19** /HR	**David Vitali $46.15** /HR	**Kimberly Peace $64.22** /HR	**John Coon $53.53**	**Nahal Namazi $44.30** /HR	**Christyn Bergquist $38.00** /HR	**Total Hours**	**Total Labor Cost**
1	Prepare two (2) subconsultant requests for services including drawings and subconsultant agreements with supporting back-up documentation required for material testing and stormwater monitoring.		2					4	6	$326.38
2	Develop, edit, and revise project scope of work and fee proposal and assist the Owner during Independent Fee Estimate (IFE) process by providing project sketches, scoping meeting notes, and correspondence relevant to project.		2					2	4	$250.38
3	Prepare contract documents and supporting back-up documentation required in connection with the Project.	2	2					6	10	$590.76
4	Throughout the course of the project the consultant will update original schedule, coordinate project tasks, report on monthly progress, and maintain project records file.		2						2	$174.38
5	Assist Owner by filling out FAA Monthly Progress Reports while project is in the construction phase. Assume 6 reports.		2					4	6	$326.38
6	Assist the Owner with end of year DBE reporting for all grants open, closed and contracts executed.		2					4	6	$326.38
7	As reasonably requested, provide assistance with any other administrative-type work required by the Owner in connection with the Project. The engineer will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the Owner, the state, the FAA, and other interested parties; disseminating interim project information to the Owner, the state, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for six (6) years.		8	8		4		4	24	$1,432.84
8	Manage Project budget including monthly billings and scope reviews. The Project Manager will provide general project administration and coordination with the staff of the accounting department. The Project Manager will prepare the internal close out forms. The Project Manager will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections when necessary. The consultant will approve and process invoices received from subconsultants and vendors providing services to the engineer throughout the design phases of the project. The consultant will prepare and submit monthly invoices to the Owner for services provided to the Owner and for costs incurred by the consultant and their subconsultants. It is anticipated that a total of 20 invoices will be prepared and submitted during the		4				6	12	22	$1,070.56
	TOTAL HOURS	**2**	**24**	**8**	**0**	**4**	**6**	**36**	**80**	
	TOTAL DIRECT LABOR	**$188.38**	**$2,092.56**	**$369.20**	**$0.00**	**$214.12**	**$265.80**	**$1,368.00**		**$4,498.06**

DIRECT LABOR		$4,498.06
OVERHEAD	150.23%	$6,757.44
		$11,255.50
FIXED FEE	15%	$1,700.00
ACTUAL COST PLUS FIXED FEE		**$13,000**

BURLINGTON INTERNATIONAL AIRPORT

EXPAND CARGO APRON
CONSTRUCTION PHASE

HOYLE TANNER PROJECT NO. 23.037701.00

Article II – Construction Administration
Hoyle Tanner Phase 71

		ESTIMATED HOURS BY LABOR CLASSIFICATION								
Task	Description	Bob Furey $94.19 /HR	Nils Gonzalez $87.19 /HR	Suzanne Sheppard $81.28 /HR	David Vitali $46.15 /HR	John Coon $53.53 /HR	Nahal Namazi $44.30 /HR	Christyn Bergquist $38.00 /HR	Total Hours	Total Labor Cost
1	Issue notice of award, prepare contractor contracts, review bonds and certifications, distribute documents	1	2	0	0	2	0	5	10	$565.63
2	Prepare conformed documents, compile contract specifications, update plans for construction, distribute documents	0	2	0	8	8	0	2	20	$1,047.82
3	Prepare and issue Notice to Proceed	0	1	0	0	1	0	2	4	$216.72
4	Prepare and schedule pre-construction conference materials, contact list, coordinate and attend pre-construction conference at Airport. Prepare meeting minutes and distribute	0	12	0	8	2	0	4	26	$1,674.54
5	Coordinate the Work of the Material Testing Firm	1	4	0	0	2	0	4	11	$702.01
6	Establish and maintain a tracking system for all Project construction records (Request for Information (RFI), Change Order (CO), etc)	0	8	0	0	0	0	6	14	$925.52
7	Review the Contractor's Project Schedule, Submittal Schedule, Available Equipment, and list of proposed subcontractors	0	8	0	0	0	0	2	10	$773.52
8	Request for Information will be responded to through the preparation of written directives and sketches on behalf of the Airport to the Contractor. This scope assumes no more than 10 design inquiries will be submitted by the contractor, and considers contractor resubmittal as another separate submittal.	0	4	0	4	8	0	2	18	$1,037.60
9	Shop Drawing & Submittal Review. This scope assumes no more than 20 shop drawings and materials lists reviews, and considers contractor resubmittal as another separate submittal.	0	16	0	24	0	0	24	64	$3,414.64
10	Prepare for, coordinate, and attend weekly job meetings and site visits (Assume 17). Prepare meeting minutes and distribute.	0	136	0	0	0		8	144	$12,161.84
11	Keep the Owner informed of the progress and quality of the Work	0	4	0	0	0	0	0	4	$348.76
12	Periodic review of all schedules with Owner and Contractor	0	4	0	0	0	0	0	4	$348.76
13	Notify Owner and Contractor of any work not in conformity	0	4	0	0	0	0	0	4	$348.76
14	Review construction materials testing	0	8	0	8	0	0	0	16	$1,066.72
15	Provide assistance in the review of the Contractor's requests for change orders. Coordinate the Change Orders with the FAA prior to Owner's execution.	0	8	0	4	2	0	2	16	$1,065.18
16	Prepare Change Orders for the Owner's and FAA's approval and execution. This scope assumes no more than 5 Change Orders items, and considers contractor resubmittal as another separate submittal.	0	8	0	4	0	0	2	14	$958.12
17	*Prepare revised Contract Drawings to illustrate and document approved Change(s)*	0	4	0	0	4	0	0	8	$562.88
18	Review & Approve Payment Requests, assume 5	0	10	0	0	0	0	5	15	$1,061.90
19	Review Contractor Certified Payroll Submittals	0	1	0	0	0	0	10	11	$467.19
20	Prepare and submit a monthly project status update to the FAA, using form 5370-1. This scope assumes no more than 5 submittals will be made to the FAA	0	5	0	0	0	0	0	5	$435.95
21	Attend Final Inspection, prepare, assemble and distribute the official punchlist(s) and meeting notes	0	12	0	0	0	0	0	12	$1,046.28
22	Review Contractor's record drawings & close-out documentation	0	4	0	4	0	0	0	8	$533.36
23	*Consultation & Advice to Resident Engineer; assume 4 hours/week*	2	68	0	4	3	0	2	79	$6,538.49
24	Consultation & Advice to Owner; assume 1 hours/week	0	17	0	4	0	0	0	21	$1,666.83
	TOTAL HOURS	**4**	**350**	**0**	**72**	**32**	**0**	**80**	**538**	
	TOTAL DIRECT LABOR	**$376.76**	**$30,516.50**	**$0.00**	**$3,322.80**	**$1,712.96**	**$0.00**	**$3,040.00**		**$38,969.02**

DIRECT LABOR		$38,969.02
OVERHEAD	150.23%	$58,543.16
		$97,512.18
FIXED FEE	15%	$14,600.00
ACTUAL COST PLUS FIXED FEE		**$112,100**

BURLINGTON INTERNATIONAL AIRPORT

Article III – Resident Engineering
Hoyle Tanner Phase 72

EXPAND CARGO APRON
CONSTRUCTION PHASE

HOYLE TANNER PROJECT NO. 23.037701.00

Construction Duration - Weeks	17
Construction Duration - Calendar Days	119

Task	Description	Hours by Labor Classification: Glen Altimari Straight-Time $55.86 /HR	Hours by Labor Classification: Glen Altimari Overtime $83.79 /HR	Total Hours	Total Labor Cost
1	Full-time Resident:			0	$0.00
2	Weekday - Straight Time (8 hours per day, 5 days per week, for 17 weeks)	680		680	$37,984.80
3	Weekday - Overtime (2 hours per day, 5 days per week, for 17 weeks)		170	170	$14,244.30
4	Weekend - Overtime (10 hours for 17 days)		170	170	$14,244.30
5	Pre-Field Preparation	8		8	$446.88
6	Post-Field Closeout	16		16	$893.76
7				0	$0.00
8				0	$0.00
9				0	$0.00
10				0	$0.00
11					
	TOTAL HOURS	**704**	**340**	**1044**	
	TOTAL DIRECT LABOR	**$39,325.44**	**$28,488.60**		**$ 67,814.04**

DIRECT LABOR		$67,814.04
OVERHEAD	150.23%	$101,877.03
		$169,691.07
FIXED FEE	15%	$25,500.00
ACTUAL COST PLUS FIXED FEE		**$195,200**

Hoyle, Tanner & Associates, Inc. **150 Dow Street, Manchester, New Hampshire 03101-1227**

BURLINGTON INTERNATIONAL AIRPORT

Material Control and Testing
Hoyle Tanner Phase 99

EXPAND CARGO APRON
CONSTRUCTION PHASE
HOYLE TANNER PROJECT NO. 23.037701.00

Description	Quantity		Unit Cost		Total
A. Review job mix formula for pavement to be furnished to the project.					
Acceptance testing of asphalt, cement, and aggregate.					
Job Mix Review (Asph. Inst. MS-2)	1	@	$450.00	=	$450.00
Gradation Tests (ASTM C117, C136, D422)	2	@	$125.00	=	$250.00
Wear Tests (ASTM C131)	1	@	$240.00	=	$240.00
Soundness; Sodium/Magnesium (ASTM C88)	1	@	$540.00	=	$540.00
Unit Weight Tests (ASTM C29/C29M, C138)	2	@	$210.00	=	$420.00
Fractured Faces (ASTM D693, D5821)	1	@	$180.00	=	$180.00
Flat and Elongation tests (ASTM D4791)	1	@	$180.00	=	$180.00
Specific Gravity Tests (ASTM C127, C128, D1188, D2726)	1	@	$150.00	=	$150.00
Sand Equivalency Tests (AASHTO T176, ASTM D2419)	1	@	$180.00	=	$180.00
Alkali - Aggregate Reactivity (ASTM C1260, C1567, COE CRD C662)	1	@	$1,000.00	=	$1,000.00
TSR (ASTM D4867)	1	@	$600.00	=	$600.00
			Subtotal		**$2,590.00**
B. Sampling and laboratory testing of excavation materials, aggregate subbase, and crushed aggregate base course.					
Proctor Tests (AASHTO T180, ASTM D698, D1557)	4	@	$175.00	=	$700.00
Gradation Tests (ASTM C117, C136, D422, D7928)	4	@	$125.00	=	$500.00
Abrasion Resistance (AASHTO T96, ASTM C131)	2	@	$240.00	=	$480.00
Aggregate Soundness (ASTM C88)	2	@	$540.00	=	$1,080.00
Plasticity Index & Liquid Limit (ASTM D4318)	2	@	$160.00	=	$320.00
Fractured Faces (ASTM D693, D5821)	2	@	$180.00	=	$360.00
Sand Equivalency Tests (ASSHTO T176, ASTM D2419)	2	@	$180.00	=	$360.00
			Subtotal		**$3,800.00**
C. Field density tests on backfills, subgrades, and base courses.					
Days Field Density Testing (Half Days) (ASTM D1556, D6938)	15	@	$475.00	=	**$7,125.00**
D. Experienced asphalt plant inspector for control and testing.					
Full Days plant inspection (12 Hours)	8	@	$1,200.00	=	**$9,600.00**
(To include: sampling, fabricating/testing Marshall specimens, % Air voids, Stability/Flow, Data from Extraction/Gradation, % asphalt content, and % moisture - mix, asphalt core densities)					
E. Determine strength of concrete pavement by laboratory testing					
Flexural Beams (ASTM C78)	50	@	$80.00	=	**$4,000.00**
Cylinders (ASTM C39)	20	@	$18.00	=	**$360.00**
F. Field Tech on site					
asphalt technician or engineer	8	@	$1,050.00	=	**$8,400.00**
(per hour, half-day, **full-day**, and/or OT)					
G. Attend Meetings					
hours	8	@	$85.00	=	**$680.00**
H. Reimbursable Expense					
Mileage					
36 trips	9 miles	@	$0.725	=	**$234.90**
ACTUAL COST NOT TO EXCEED					**$36,790**

BURLINGTON INTERNATIONAL AIRPORT

EXPAND CARGO APRON
CONSTRUCTION PHASE

HOYLE TANNER PROJECT NO. 23.037701.00

Article V – Closeout
Hoyle Tanner Phase 80

		ESTIMATED HOURS BY LABOR CLASSIFICATION								
Task	**Description**	**Bob Furey $94.19** /HR	**Nils Gonzalez $87.19** /HR	**Suzanne Sheppard $81.28** /HR	**David Vitali $46.15** /HR	**John Coon $53.53** /HR	**Nahal Namazi $44.30** /HR	**Christyn Bergquist $38.00** /HR	**Total Hours**	**Total Labor Cost**
1	Prepare, execute, and furnish a copy of "As-Built" plans to the Federal Aviation Administration and to the Owner. Plans to include 1-full size set, 2-11”x17” sets, 2 CD/DVD’s plans in pdf & AutoCAD versions, 1 CD/DVD in pdf to the FAA.	0	4	0	8	28	0	0	40	$2,216.80
2	Prepare SF-271 Final Outlay Report, SF-425 Final Federal Financial Report, FAA-ANE’s Project Closure Summary Form and Sponsor Certification for Project Final Acceptance Form	0	2	0	4	0	0	2	8	$434.98
3	Preparation and submission of the final report to the Owner and FAA including project narrative, summary of construction costs identifying added or deleted items, explanations and justifications for underruns and overruns of various quantities, and summary of change orders, if any. Final report shall be submitted on a DVD and shall also include “As-Built” record drawings, contractors’ payrolls, contractor’s final pay requisition, shop drawings, summary of all required acceptance testing (including PWL calculations), final inspection report including any outstanding punch list items, representative project photos, and operations and maintenance manuals, if any.	0	12	0	16	0	0	4	32	$1,936.68
4									0	$0.00
5									0	$0.00
	TOTAL HOURS	**0**	**18**	**0**	**28**	**28**	**0**	**6**	**80**	
	TOTAL DIRECT LABOR	**$0.00**	**$1,569.42**	**$0.00**	**$1,292.20**	**$1,498.84**	**$0.00**	**$228.00**		**$4,588.46**

DIRECT LABOR		$4,588.46
OVERHEAD	150.23%	$6,893.24
		$11,481.70
PROFIT	15%	$1,722.26
LUMP SUM		**$13,200**

Hoyle, Tanner & Associates, Inc. **150 Dow Street, Manchester, NH 03101**

BURLINGTON INTERNATIONAL AIRPORT
EXPAND CARGO APRON
CONSTRUCTION PHASE

Expenses and Subconsultants
Hoyle Tanner Phase 99

HOYLE TANNER PROJECT NO. 23.037701.00

Reimbursable Expenses	**Resident Mileage & Tolls** **$238.35** /trip	**Mileage & Tolls** **$238.35** /trip	**Postage & Communications**	**Printing**	**Lodging** **$226.24** /night	**Per Diem** **$86.00** /full day	**Per Diem** **$64.50** /travel day	**GPS Unit** **$150.00** /day	**Construction Supplies**	**Expenses Total**	**Subconsultant**	**Subconsultant Fees**
Article I – Project Administration	$0.00	$0.00	$25.00	$25.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50.00	type sub name	$ -
Article II – Construction Administration	$0.00	$4,051.95	$25.00	$30.00	$0.00	$0.00	$1,096.50	$750.00	$0.00	$5,953.45	type sub name	$ -
Article III – Resident Engineering construction weeks: **17** Resident (26 weeks, 6 days/week) Site Travel: (10 miles/day x 156 days x mileage rate)	$4,051.95 $739.50	$0.00	$0.00	$0.00	$23,076.48	$5,848.00	$2,193.00	$0.00	$97.62	$36,006.55	JTC EIV	$ 36,790.00 $ 10,000.00
Article V – Closeout	$0.00	$0.00	$25.00	$75.00	$0.00	$0.00	$0.00	$0.00	$0.00	$100.00	type sub name	$ -
Total:	**$4,791.45**	**$4,051.95**	**$75.00**	**$130.00**	**$23,076.48**	**$9,137.50**		**$750.00**	**$97.62**	**$42,110.00**		**$ 46,790.00**

Reimbursables Expenses: **$42,110.00** **Subconsultants:** **$46,790.00**

Total Expenses: **$88,900.00**

Attachment C:
Burlington Standard Contract Conditions For Consultants

ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSULTANTS

1. **DEFINITIONS:**
   - **A.** The "Contract" shall mean the Contract between Consultant and the City to which these conditions apply and includes this Attachment C.
   - **B.** The "Consultant" shall mean _____.
   - **C.** The "City" shall mean the City of Burlington, Vermont or any of its departments.
   - **D.** The "Effective Date" shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
   - **E.** The "Parties" shall mean the parties to this Contract.
   - **F.** The "Work" shall mean the services being provided by the Consultant, as provided in the Contract.

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

3. **INSURANCE & INDEMNIFICATION:** The insurance and indemnification provisions set forth in Attachment C-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.

4. **CONFLICT OF INTEREST:** The Consultant shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Consultant, its employees or agents, or its subconsultants, if any.
5. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant's use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

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

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

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

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

The Consultant warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Consultant to be paid, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

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

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

8. **DESIGN STANDARDS:**

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

   b. The Consultant shall ensure that any design conforms to applicable requirements of the Americans with Disabilities Act, including any regulations or design standards promulgated pursuant thereto (including, without limitation, the current edition of the ADA Accessibility Guidelines), and any more stringent disability access laws that may apply. If applicable to the Work, and to the extent appropriate in the Consultant's reasonable professional judgment, the Consultant shall build reasonable tolerances into plans to ensure that as-built or remodeled, buildings or structures comply with applicable accessibility standards (e.g., so that the future tiling of a wall will not cause a restroom stall to fail to meet minimum width standards, etc.).

9. **RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants for all work performed under the Contract and shall be solely responsible for all procedures, methods

of analysis, interpretation, conclusions and contents of work performed under the Contract. The Consultant shall be responsible to the City for all acts or omissions of its subconsultants and any other person performing work under this Contract.

10. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Consultant shall inform the City, in writing, of any such contacts and the results thereof.

11. **INSPECTION OF WORK:** The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Consultant pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

    Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.

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

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

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

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

13. **PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of

introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

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

15. APPEARANCES:

A. Hearings and Conferences: The Consultant shall provide services required by the City and necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

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

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

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

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

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

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

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

and must be accompanied with documentation to substantiate their charges.

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

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

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

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

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

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

20. **EXTENSION OF TIME:** The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

21. PUBLIC HEALTH EMERGENCY:

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

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Consultant shall create a public health emergency plan acceptable to the City. The Consultant shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.
   a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
      i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Consultant's workers;
      ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
      iii. A schedule for possible updates to the plan as standards and mandates change; and
      iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
   b. Review and Acceptance of Plan:
      i. Consultant must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
      ii. The City shall have sole discretion to require changes to the plan.
      iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

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

22. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

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

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

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

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

24. FAILURE TO COMPLY WITH TIME SCHEDULE: If the City is dissatisfied because of

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

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

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

27. **OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

28. **PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.

29. **PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled

is solely within the purview of City. The Consultant shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

30. **RECORDS RETENTION AND ACCESS:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Consultant in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Consultant further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Consultant, sub-consultants, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

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

32. **SETTLEMENTS OF MISUNDERSTANDINGS:** Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

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

    A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Consultant, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However,

if a notice of termination is given to a Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Consultant shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

i. Breach: Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Consultant will not be in default for any excusable delays as provided in Sections 19-21.

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

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

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

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

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

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

Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

35. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Consultant will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Consultant, and any subconsultants, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

36. CHILD SUPPORT PAYMENTS: By signing the Contract, the Consultant certifies, as of the date of signing the Contract, that the Consultant (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

37. TAX REQUIREMENTS: By signing the Contract, the Consultant certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Consultant is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

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

39. ASSIGNMENT: Consultant shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subconsultant is approved, Consultant shall be responsible

and liable for all acts or omissions of that subconsultant for any Work performed. If any subconsultant is approved, Consultant shall be responsible to ensure that the subconsultant is paid as agreed and that no lien is placed on any City property.

40. **TRANSFERS, SUBLETTING, ETC:** The Consultant shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-consultant participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Consultant of responsibility for the performance of that portion of the work so transferred. The form of the sub-consultant's contract shall be as developed by the Consultant and approved by the City. The Consultant shall ensure that insurance coverage exists for any operations to be performed by any sub-consultant as specified in the insurance requirements section of this Contract.

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

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

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

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

44. **RELATIONSHIP:** The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials, or equipment. The Parties agree that neither the Consultant nor its principal(s) or employees are entitled to any employee benefits from the City. Consultant understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Consultant agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

    The Consultant understands and agrees that it is responsible for the payment of all taxes on the

above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

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

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

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

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

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

50. **APPENDICES:** The City may attach to these conditions' appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest versions applicable to the Contract.

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

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

Attachment C-1
Insurance & Indemnification

As used in this Attachment, the term "Contractor" shall refer to the "Consultant".

INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required.

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

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

A. Commercial General Liability: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that commercial general liability insurance coverage, covering bodily injury and property damage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

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

B. Workers' Compensation/Employer Liability: With respect to all operations performed, the

Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

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

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

For contracts involving work of any kind or nature on Lake Champlain, Workers' Compensation/Employer's Liability policy shall include a Maritime Endorsement (USL&H).

C. Automobile Liability: The Contractor shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract. Each policy shall provide coverage with a limit not less than: $1,000,000 - Combined Single Limit for each occurrence.

D. Professional Liability/Errors & Omissions:

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

   (a) $2,000,000 - Annual Aggregate/Policy Limit

   (b) $1,000,000 - Per Claim/Occurrence

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

3. Coverage: The Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

E. Special Coverages
   a. Builders' Risk or Installation Floater: Value of project or contract

F. Umbrella/Excess Liability:

1. $2,000,000 Each Event Limit
2. $2,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer Liability.

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability) shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy shall be endorsed to waive subrogation against the City.

INDEMNIFICATION:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, and hold harmless the City and its officers and employees from liability and claims, suits, fines, penalties, expenses (including attorneys' fees and costs), losses, liens, judgments, and damages of any kind or nature whatsoever (collectively, "Claims") arising as a result of the Contractor's acts and/or omissions in the performance this Contract.

Notwithstanding the foregoing, with respect to Professional Negligence (defined below), (i) the Contractor shall not have a defense duty to the City or its officers and employees; and (ii) the Contractor's duty to indemnify and hold harmless the City and its officers and employees shall be limited to the extent of the Contractor's actual fault; provided, however, that the Contractor's indemnification obligation with respect to Professional Negligence shall include the obligation to reimburse defense costs in the event and to the extent such costs are incurred and paid by the City as the proximate cause of said Professional Negligence.

As used herein, "Professional Negligence" means a failure by the Contractor to exercise that degree of skill and care ordinarily possessed by a reasonably prudent professional practicing in the same or similar locality and providing the same or similar services. For greater clarity, Professional Negligence generally includes the type of negligence covered under a Professional Liability/Errors & Omissions policy of insurance but not necessarily under a Commercial General Liability or Automobile Liability policy of insurance.

Attachment D:
Burlington Livable Wage Ordinance Certification

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

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

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

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

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

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

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

Date_____ By:___Contractor _____

Contractor

Subscribed and sworn to before me:

Notary_____

Date _____ _____

Notary

Attachment E:
Burlington Outsourcing Ordinance Certification

ATTACHMENT E

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

I, _____, on behalf of _____

(Contractor) and in connection with the

_____[project],

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

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

By:_____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Attachment F:
Burlington Union Deterrence Ordinance Certification

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, _____, on behalf of _____ (Contractor) and in connection with _____ (City contract/project/grant), hereby certify under oath that _____ (Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

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

By:_____
Duly Authorized Agent

Attachment G:
Consultant's Certificate of Insurance & Endorsements

CITY OF BURLINGTON
DRAFT CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered into by and between the City of Burlington, Vermont ("the City"), and SD Ireland Concrete Construction Corporation ("Contractor"), a Vermont corporation located at 20 Redimix Drive, Williston, VT,05495.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Contract Documents" means all the documents identified in Section 7.A.

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

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

D. "Project" means the Expand Cargo Apron at Burlington International Airport.

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

2. RECITALS

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

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

C. Purpose. The City seeks to employ the Contractor to construct the Expand Cargo Apron project at Burlington International Airport.

3. EFFECTIVE DATE & TERM

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

B. Term. This Contract and the Parties' respective performance shall commence on the Effective Date and expire on final acceptance by the City, unless sooner terminated as provided herein. Contractor shall complete the Work no later than September 30, 2027. As stated in the Contract Damages, provisions of this Contract relating to indemnification, defense, release of liability, or warranty shall survive termination hereof.

C. Liquidated Damages for Contractor's Delay. Except for delays caused primarily by the City's own fault, and except in case of a force majeure event promptly reported to the City as required in the Contract Documents, if the Work is not completed by the foregoing date, the City shall be entitled to assess liquidated damages in an amount up to $500 per day for each business day that the completion of the Work is delayed.

D. Limitation on City's Delay Damages THE CITY IS ***NOT*** RESPONSIBLE FOR PAYMENT OF DAMAGES FOR: (1) DELAYS NOT CAUSED BY THE CITY'S SOLE FAULT, (2) DELAYS CAUSED BY FORCE MAJEURE EVENTS BEYOND THE CITY'S REASONABLE CONTROL, OR (3) SUSPENSION OF WORK BY THE CITY IN ITS SOLE DISCRETION UP TO NINETY (90) DAYS OR AS OTHERWISE AGREED BY CONTRACTOR, AS DESCRIBED IN THE CONTRACT DOCUMENTS.

4. SCOPE OF WORK

Contractor shall construct the Project in accordance with all the provisions hereof, including with the Contract Documents and the plans, specifications, and technical details on-file with the City and referenced or included in the Request for Price Quotations (dated April 2, 2026, including any addenda thereto), all of which are incorporated herein by this reference as though fully set forth. The Work shall be done to the reasonable satisfaction of the Public Works Director or designee, and final acceptance shall not occur until the Public Works Director or designee determines that the Work is in conformance with the Contract Documents.

5. PAYMENT FOR SERVICES

A. Amount. The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Bid Proposal) , subject to the Maximum Limiting Amount in Paragraph C, below.

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

B. Payment Schedule. The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty

days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

C. Maximum Limiting Amount. The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of **$3,927,000.00**. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

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

Larry Lackey, Director of Engineering, Planning, and Sustainability
1200 Airport Drive, Suite 1
South Burlington, VT 05403

Madison Reagan, Environmental Compliance and Project Manager
1200 Airport Drive, Suite 1
South Burlington, VT 05403

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

E. Lien Releases. Progress payments and final payment shall not be made without submission of completed lien releases on forms provided in Attachment H. Five percent (5%) of the total contract amount due shall be withheld as retainage until final acceptance of the work and receipt of final lien releases.

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Request for Price Quotations dated 2/2026

Attachment B: Contractor's Bid Form, Subcontractor List, and Approved Schedule dated 4/2/2026
Attachment C: Burlington Standard Provisions for Construction Contracts
Attachment C-1: Insurance and Indemnification Provisions
Attachment D: Burlington Livable Wage Ordinance Certification
Attachment E: Burlington Outsourcing Ordinance Certification
Attachment F: Burlington Union Deterrence Ordinance Certification
Attachment G: Contractor's Certificate of Insurance & Endorsements
Attachment H: Form of Lien Releases
Attachment I: Contractor's Bonds: Contractor Shall Provide Payment & Performance Bonds on Forms Provided by the City in the Full Contract Amount from a Surety Licensed in the State of Vermont
Attachment I: Form of Payment and Performance Bond Required for Work Assignments in excess of $100,000

B. Order of Precedent. This Contract shall govern over the other Contract Documents; plans, technical specifications, and technical details shall govern over other provisions; and the remaining Contract Documents shall govern over conflicting provisions of Contractor's Bid, Subcontractor's List, and Schedule.

— Signatures follow on the next page —

SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect. This Contract may be executed in counterparts, each of which may be deemed an original. This Contract may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

Contractor
SD Ireland Concrete Construction Corporation

By: _____

Date: _____

City of Burlington
Patrick Leahy Burlington International Airport

By: _____
Nic Longo
Director of Aviation

Date: _____

Attachment A:
Request for Price Quotations dated February 2026

ADVERTISEMENT FOR BIDS

City of Burlington, VT
South Burlington, VT

AIP Project No. 3-50-0005-1xx-20XX
Patrick Leahy Burlington International Airport

Sealed Bids for **Expand Cargo Apron** at the Patrick Leahy Burlington International Airport will ONLY be received and accepted via online electronic bid service through https://www.questcdn.com until 2:00 PM March 26, 2026, local time and at such time will be opened publicly online. Anyone interested in witnessing the public bid opening over the phone or internet is to contact Hoyle Tanner for a link to the open conference call. Please contact Nils Gonzalez, ngonzalez@hoyletanner.com, 603-460-5167 or Donna Akerley, dakerley@hoyletanner.com, 603-460-4934 for meeting information at least five (5) days prior to the scheduled bid opening. The 5-day lead time is required in case the bid opening time changes.

The work generally consists of the construction of a new PCC cargo apron adjacent to an existing PCC cargo apron. The work includes earth excavation, removal of existing asphalt and concrete pavements, construction of new full depth P-501 PCC and P-401 HMA aircraft pavements, new P-401 vehicle service road, mill and overlay of P-401 pavement, new pavement markings, new drainage system including the construction of underground treatment and storage chambers, new trench drains, new drainage pipe, new drainage structures and new taxiway edge lighting.

Bids shall be on a unit price basis, as indicated in the Bid Worksheet.

Complete digital Bidding Documents may be obtained or viewed on or after February 24, 2026 at the website of Hoyle Tanner, www.hoyletanner.com by clicking the Bid Portal Tab and selecting the above referenced project. You must set up your membership with QuestCDN and pay a download fee of $50 before downloading the Bidding Documents. To set up your free membership using Hoyle Tanner's Bid Portal, click Download Bid Documents, then JOIN or go to QuestCDN, www.questcdn.com, input eBid Doc number **10082696**. If you need assistance setting up your membership registration, downloading, or working with the digital project information, please contact QuestCDN at (952) 233- 1632 or info@questcdn.com.

To bid on this project and be considered a plan holder, the Bidder MUST download the digital project bidding documents from QuestCDN and pay the download delivery fee. Neither owner nor engineer will be responsible for full or partial sets of Bidding Documents, including Addenda, if any, obtained from sources other than QuestCDN.

Bidder shall submit a bid via online electronic bid service through https://www.questcdn.com (see Instructions to Bidders). A pre-bid conference will be held at 11:00 AM, March 4, 2026, in the Wright Room at the Patrick Leahy Burlington International Airport, 1200 Airport Drive, South Burlington, Vermont 05403. This will be the only time for prospective Bidders or subcontractors to view the site. A site visit will be available after the meeting. Bidders must advise Nils Gonzalez, ngonzalez@hoyletanner.com, 603-460-5167 if they are to attend. All interested bidders are requested to attend in order to prepare acceptable bid submissions.

Prospective bidders are asked to provide information on whether their company is listed as a Disadvantaged Business Enterprises (DBE) in the state where the work will be performed in order to comply with FAA regulations. Prospective bidders will be asked to provide this information at time of plan purchase.

The Owner reserves the right to waive any informality in the bidding or to reject any or all bids.
Each bidder must deposit with their bid, security in the amount of 5% of the bid in the form and subject to the conditions provided in the General Provisions.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

Information Submitted as a matter of bidder responsiveness: The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53. As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1)
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and
5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

The Contractor on this work will be required to comply with the equal employment opportunity requirements of the Federal Aviation Administration and the Patrick Leahy Burlington International Airport DBE Program.

No bidder may withdraw their bid prior to September 30, 2026.

Nicolas Longo, CM, Director of Aviation

Attachment B:
Contractor's Bid, Subcontractor's List, and Proposed Schedule
dated April 2, 2026

BID TABULATION

Hoyle Tanner Job No. 23.037701.00

Client: Burlington international Airport
Airport: Burlington international Airport
Project: Expand Cargo Apron
AIP: 3-50-0005-1xx-2026

Bid Opening Date April 2, 2026
Bid Opening Time 2:00pm

Bid Item No.	Designation	Quantity		Engineer's Estimate		S D Ireland Concrete Construction		Engineers Construction, Inc.	
		Unit	Amount	Per Unit	Amount	Unit	Amount	Per Unit	Amount
G-001-1	CSPP Compliance	LS	1	$75,000.00	$75,000.00	$120,000.00	$120,000.00	$183,650.00	$183,650.00
G-001-2	As-Builts	LS	1	$10,000.00	$10,000.00	$5,000.00	$5,000.00	$32,650.00	$32,650.00
C-100-1	Contractor Quality Control Program (CQCP)	LS	1	$100,000.00	$100,000.00	$75,000.00	$75,000.00	$140,255.00	$140,255.00
C-102-1	Temporary Seeding and Mulching	SY	7300	$2.00	$14,600.00	$1.00	$7,300.00	$0.80	$5,840.00
C-102-2	Installation and Removal of Silt Fence	LF	1200	$6.00	$7,200.00	$4.00	$4,800.00	$1.95	$2,340.00
C-102-3	Inlet Protection	EA	4	$300.00	$1,200.00	$150.00	$600.00	$375.00	$1,500.00
C-102-4	Erosion and Sedimentation Control Plan	LS	1	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$4,565.00	$4,565.00
C-105-1	Mobilization	LS	1	$396,000.00	$396,000.00	$165,175.00	$165,175.00	$495,850.00	$495,850.00
C-105-2	Engineer's Field Office	MO	4	$5,000.00	$20,000.00	$2,000.00	$8,000.00	$2,825.00	$11,300.00
P-101-1	Asphalt Pavement Removal (less than 6 inches)	SY	3300	$12.00	$39,600.00	$5.00	$16,500.00	$5.85	$19,305.00
P-101-2	Concrete Pavement Removal	SY	400	$50.00	$20,000.00	$15.00	$6,000.00	$40.00	$16,000.00
P-101-4	Remove Electrical Conduit and Wire	LF	1000	$10.00	$10,000.00	$10.00	$10,000.00	$25.00	$25,000.00
P-101-5	Remove Taxiway Edge Light and Base Can for Relocation	EA	14	$800.00	$11,200.00	$200.00	$2,800.00	$275.00	$3,850.00
P-101-6	Remove Sign and Foundation for Relocation	EA	1	$2,500.00	$2,500.00	$1,500.00	$1,500.00	$2,500.00	$2,500.00
P-101-7	Remove Windcone for Relocation on new Base	EA	1	$2,500.00	$2,500.00	$750.00	$750.00	$2,700.00	$2,700.00
P-151-1	Clearing	SY	150	$40.00	$6,000.00	$15.00	$2,250.00	$31.00	$4,650.00
P-152-1	Unclassified Excavation	CY	16900	$25.00	$422,500.00	$8.00	$135,200.00	$21.00	$354,900.00
P-152-2	Embankment in Place	CY	150	$20.00	$3,000.00	$50.00	$7,500.00	$26.00	$3,900.00
P-154-1	Subbase Course	CY	4700	$55.00	$258,500.00	$38.00	$178,600.00	$55.00	$258,500.00
P-209-1	Crushed Aggregate Base Course	CY	2000	$65.00	$130,000.00	$48.00	$96,000.00	$60.00	$120,000.00
P-401-1	Asphalt Surface Course	TON	1200	$200.00	$240,000.00	$145.00	$174,000.00	$150.00	$180,000.00
P-403-1	Asphalt Mixture Base Course	TON	2500	$200.00	$500,000.00	$150.00	$375,000.00	$135.00	$337,500.00
P-501-1	PCC Pavement	SY	6900	$150.00	$1,035,000.00	$240.00	$1,656,000.00	$335.00	$2,311,500.00
P-603-1	Emulsified Asphalt Tack Coat	GAL	2100	$5.00	$10,500.00	$7.50	$15,750.00	$5.00	$10,500.00
P-605-1	Joint Sealing - Bituminous Pavement	LF	850	$10.00	$8,500.00	$3.50	$2,975.00	$6.00	$5,100.00
P-605-2	Joint Sealing - PCC Pavement	LF	7100	$10.00	$71,000.00	$5.00	$35,500.00	$6.00	$42,600.00
P-620-1	Permanent Pavement Markings with Beads	SF	1200	$4.00	$4,800.00	$6.00	$7,200.00	$6.00	$7,200.00
P-620-2	Permanent Pavement Markings without Beads	SF	500	$2.00	$1,000.00	$5.00	$2,500.00	$5.00	$2,500.00
P-620-3	Temporary Pavement Markings	SF	2400	$2.00	$4,800.00	$5.00	$12,000.00	$5.00	$12,000.00
D-701-1	12-inch RCP	LF	600	$85.00	$51,000.00	$95.00	$57,000.00	$85.00	$51,000.00
D-701-2	18-inch RCP	LF	150	$100.00	$15,000.00	$105.00	$15,750.00	$102.50	$15,375.00
D-701-3	8-inch DIP	LF	400	$135.00	$54,000.00	$150.00	$60,000.00	$165.00	$66,000.00
D-701-4	8-inch DIP in casing pipe installed by GAB	LF	125	$300.00	$37,500.00	$525.00	$65,625.00	$1,100.00	$137,500.00
D-751-1	4-FT Diameter Drainage Structure	EA	2	$9,000.00	$18,000.00	$6,200.00	$12,400.00	$15,250.00	$30,500.00
D-751-2	5-FT Diameter Drainage Structure	EA	3	$11,000.00	$33,000.00	$8,200.00	$24,600.00	$33,850.00	$101,550.00

BID TABULATION

Hoyle Tanner Job No. 23.037701.00

Client: **Burlington international Airport**
Airport: **Burlington international Airport**
Project: **Expand Cargo Apron** **Bid Opening Date** **April 2, 2026**
AIP: **3-50-0005-1xx-2026** **Bid Opening Time** **2:00pm**

D-751-3	6-FT Diameter Drainage Structure	EA	4	$13,000.00	$52,000.00	$10,000.00	$40,000.00	$20,500.00	$82,000.00
D-751-4	Adjust Structure to Grade	EA	1	$500.00	$500.00	$2,000.00	$2,000.00	$1,445.00	$1,445.00
T-901-1	Seeding	SY	5000	$4.00	$20,000.00	$1.80	$9,000.00	$1.25	$6,250.00
T-904-1	Sodding	SY	2300	$15.00	$34,500.00	$9.00	$20,700.00	$8.35	$19,205.00
T-905-1	Topsoil (4" Depth)	SY	7300	$10.00	$73,000.00	$4.00	$29,200.00	$5.00	$36,500.00
T-908-1	Mulching	SY	5000	$4.00	$20,000.00	$1.00	$5,000.00	$0.60	$3,000.00
L-107-1	Install Relocated Wind Cone on New Base	EA	1	$15,000.00	$15,000.00	$7,500.00	$7,500.00	$15,000.00	$15,000.00
L-108-1	No. 8 AWG, 5 kV 600V, L-824, Type C Cable	LF	1300	$4.00	$5,200.00	$2.75	$3,575.00	$4.20	$5,460.00
L-108-2	No. 6 AWG, Solid Bare Copper Counterpose Wire	LF	1000	$6.00	$6,000.00	$1.75	$1,750.00	$4.00	$4,000.00
L-110-1	Concrete Encased Electrical Duct Bank, 1-Way 2-inch	LF	1000	$45.00	$45,000.00	$18.00	$18,000.00	$32.50	$32,500.00
L-125-1	Install Relocated Taxiway Light on New Base	EA	12	$500.00	$6,000.00	$2,750.00	$33,000.00	$3,575.00	$42,900.00
L-125-2	Install Relocated Sign and Base	EA	1	$2,000.00	$2,000.00	$4,500.00	$4,500.00	$8,500.00	$8,500.00
M-001-1	Underground Stormwater System	LS	1	$300,000.00	$300,000.00	$240,000.00	$240,000.00	$405,685.00	$405,685.00
M-001-2	Dry Swale	LS	1	$75,000.00	$75,000.00	$25,000.00	$25,000.00	$38,955.00	$38,955.00
M-002-1	8" Siamese Valve Instert for Catch Basins	EA	4	$20,000.00	$80,000.00	$30,000.00	$120,000.00	$21,995.00	$87,980.00
M-003-1	Restore Drainage Outfall	LS	1	$10,000.00	$10,000.00	$7,500.00	$7,500.00	$32,985.00	$32,985.00
	TOTAL BASE BID				**$4,363,100.00**		**$3,927,000.00**		**$5,822,445.00**

ON-LINE SUBMITTAL CHECKLIST

The following completed documents must be submitted to the QuestCDN website in order for a Bid to be deemed complete and responsive.

- ☑ **ON-LINE SUBMITTAL CHECKLIST** – with each item indicated with a check
- ☑ **ADDENDA** – download all addenda issued for the project through the QuestCDN website, if applicable.
- ☑ **BID** – prepare and submit the bid worksheet through the QuestCDN website.
- ☑ **STATEMENT OF BIDDER'S QUALIFICATIONS**
- ☑ **NOTARIZATION**
- ☑ **BID BOND** – electronic copy uploaded with the bid and the original to be mailed no later than 3 days after the bid opening date
- ☑ **CERTIFICATE AS TO CORPORATE PRINCIPAL for the BID BOND**
- ☑ **BID SUBMITTAL CERTIFICATION**
- ☑ **CERTIFICATE AS TO CORPORATE PRINCIPAL for the PROPOSAL**
- ☑ **DBE CERTIFICATION**
- ☑ **CERTIFICATION OF NONSEGREGATED FACILITIES**
- ☑ **CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY**
- ☑ **CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS**
- ☑ **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**
- ☑ Certification of compliance with the City of Burlington's Livable wage ordinance.

STATEMENT OF BIDDER'S QUALIFICATIONS

This statement must be completed, notarized, submitted and received by the Owner PRIOR to or on the date for opening of bids.

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Where necessary, questions shall be answered on separate attached sheets. The Bidder may submit any additional information he/she desires.

1.0 Name of Bidder: S.D. Ireland Concrete Construction Corporation

1.a Bidder is: Corporation ☑
Partnership ( )
Individual ( )

2.0 Permanent main office address: 20 Redimix Drive Williston, VT 05495

2.a Treasury Number (Employer's Identification No.): 03-0346987

2.b. DUNS #: 079952727

3.0 When organized: 1974

4.0 If a corporation, where incorporated? 1974

5.0 How many years have you been engaged in the contracting business under your present firm or trade name? 51

6.0 Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion. Name and address of client and name of person supervising for client.) See attached

7.0 General character of work performed by your company. Concrete & Sitework

8.0 Have you ever failed to complete any work awarded to you?
If so, where and why? ( ) Yes ☑ No

9.0 Have you ever defaulted on a contract?
If so, where and why? ( ) Yes ☑ No

10.0 List at least five (5) of the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed. (Give name, address, and phone number of client and name of person supervising for client.)
See attached

11.0 List your major equipment available for this contract.
See attached

12.0 Experience in construction work similar in contract value to this project.
See attached

13.0 Background and experience of the principal members of your organization, including the officers.
See attached

14.0 Credit available: $ 1,500,000

15.0 Give bank reference. (Bank name and address; name of bank officer who may be contacted.)
See attached

16.0 Furnish a financial statement as required by Section 20 of these specifications.
See attached

17.0 The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of the Bidder's Qualifications.

S.D. Ireland Concrete Construction Corp.
(Name of Bidder)

Signed: [signature]

Date: 3/26/26 Title: Scott D. Ireland, President

State of Vermont

County of Chittenden

Statement of Bidders Prequalification – Continuation Sheet.

6. Contracts on hand:

S.D. Ireland
Concrete Construction Corporation
802-863-6222 • Fax: 802-860-1528
www.sdireland.com

Status of Work Under Contract
March 2026

S.D. Ireland Concrete Construction Corporation

Name & No. of Contract	State	Date of Award	Amount of Contract	Percent Completed	Payment Received to Date	Completion Date
City Place – North Tower	VT	12/22	$13,178,288	25%	$3,359,843	6/26
Winooski Falls East	VT	11/23	$2,465,139	60%	$1,444,896	10/24
Post Apartments	VT	8/24	$617,805	100%	$668,035	9/25
Burlington Tech Center Aviation	VT	1/25	$575,000	72%	$412,714	7/25
Lyndon IM 091-3(53) PDB	VT	3/25	$21,300,000	4%	$890,270	1/29
CVES Plattsburgh	VT	3/25	$2,035,840	89%	$1,819,586	12/25
379-381 Main Street Winooski	VT	3/25	$700,000	0%	$0	12/25
NPC Processing Plant Shelburne	VT	3/25	$474,262	97%	$459,782	9/25
100 Cambrian Way	VT	5/25	$695,000	70%	$484,968	8/26
Perry Center Shelburne Museum	VT	6/25	$889,250	49%	$438,698	8/25
266 College Street Apartments	VT	9/25	$1,378,033	29%	$896,544	3/26
Lyndon Readiness Center	VT	10/25	$1,080,150	43%	$461,817	TBD
A. Duie Pyle Trucking Terminal - Milton	VT	11/25	$1,634,319	4%	$58,432	7/26
Porters Point School	VT	11/25	$850,000	54%	$455,774	8/26
CSWD Williston Recycle Facility	VT	11/25	$2,100,000	8%	$178,133	7/26
Airport Parkway WWTF Solids Upgrade	VT	2/26	$1,075,000	0%	$0	

10. **Burlington Square (CityPlace) South Tower**
Contract Value: $22,650,000
Completion Date: October 2025
Contact: CityPlace Partners Dave Farrington 802-318-6452

Burlington High School
Contract Value: $7,357,114
Completion Date: December 2025
Contact: Whiting Turner Tom Kostuk 203-650-9043

Patrick Leahy Burlington International Airport
Rehabilitate Runway 15-33 AIP No 3-50-0005-154-2024
Contract Value: $10,227,000
Completion Date: September 2025
Contact: Larry Lakey 802-338-8106

BETA Technologies
Contract Value: $10,660,000
Completion Date: Fall 2023
Contact: PC Construction

12. S.D. Ireland Brothers Corporation has been in business since 1995 and has extensive experience in all aspects of site related work ranging from $25,000 jobs to $10,000,000 jobs.

13. Scott D. Ireland, President - Has run S.D. Ireland Companies since the early 80's.

Stephen D. Ireland, Vice President - Has run S.D. Ireland Companies since the early 80's.

John Magnus, Senior Project Manager – Has over 30 years construction experience and has been involved with and completed numerous projects at the Airport over the years.

Tyson Chouinard, Project Manager – Has 20 years construction experience and has been involved with and completed several projects at the Airport over the years.

15. **Bank Reference –**
Bank of Burlington
Geoffrey Hesslink
30 Kimball Avenue, Suite 201
Burlington, VT 05403
Ph: 802-343-4276
Email: ghesslink@bankofburlington.com

NOTARIZATION

Scott D. Ireland being duly sworn, deposes and says that he/she is

President of

S.D. Ireland Concrete Construction Corporation

(Name of Bidder)

and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this 26th day of March, 2026.

Notary Public

My Commission Expires: 1/31/27

KERRI GERMAIN
Commission
* No. 157.0009953 *
Notary Public State of Vermont

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED,

S.D. Ireland Concrete Construction Corp.

(Name of Principal)

as PRINCIPAL, and Swiss Re Corporate Solutions America Insurance Corporation

(Name of Surety)

as SURETY, are held and are firmly bound unto the City of Burlington, hereinafter called the Owner, in the penal sum of Five Percent of Attached Bid (5%)

lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Bid through Hoyle Tanner's portal at https://www.questcdn.com, dated March 26, 2026

For **Expand Cargo Apron at Burlington International Airport, South Burlington, VT, AIP Project No. 3-50-0005-1XX-20XX**

The Bidder shall upload the electronic copy of this Bid Bond to the Hoyle Tanner portal at https://www.questcdn.com and send the hard copy of the Bid Bond to the Engineer no later than 3 business days after the bid opening date.

NOW, THEREFORE, if the Principal shall not withdraw said bid prior to September 30, 2026, and shall within ten (10) calendar days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above named Principal and Surety have executed this instrument under their several seals this 26th day of March, 2026 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

_____ _____SEAL
Individual Principal

_____

_____
Business Address

_____SEAL
Individual Principal

_____

_____
Business Address

Attest:

Merri Sherman

S.D. Ireland Concrete Construction Corp.
Corporate Principal

P.O. Box 2286, South Burlington, VT 05407
Business Address (AFFIX CORPORATE SEAL)

Signed: _____
Scott D. Ireland, President

Attest:

Samantha Desenzo

Swiss Re Corporate Solutions America Insurance Corporation
Corporate Surety

1200 Main Street, Suite 800Kansas City, MO 64105
Business Address (AFFIX CORPORATE SEAL)

Signed: Robin W. Faraone
Attorney-in-Fact

Signed: _____

(Power of attorney for person(s) signing for surety company must be attached to this bond.)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

PAUL E. PLUNKETT, ROBIN W. FARAONE, RICHARD S. SMITH, PETER J. RICKER, MATTHEW J. CAMPBELL, T. IAN SUTHERLAND,

JOANNE VanDYK and SAMANTHA DERENZO

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 20 25.

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 11th day of June, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26 2027

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of March, 20 26.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

CERTIFICATE AS TO CORPORATE PRINCIPAL

BID BOND

I, Sophie D. Ireland, certify that I am the Secretary of the corporation named as Principal in the within bond; that Scott D. Ireland, who signed the said bond on behalf of the Principal was then President of said corporation; that I know his signature, and his signature thereto is genuine, and that said bond was duly signed, sealed, and attested to for and in behalf of said corporation by authority of its governing body.

Sophie D. Ireland

(Corporate Seal)



BID SUBMITTAL CERTIFICATION

The contract will be awarded to the RESPONSIBLE BIDDER submitting the lowest qualified bid for the. No bid will be considered which does not contain a price for every item tabulated in the Bid Worksheet.

This project has a Deductive Alternate however the Deductive Alternate will not be used to determine the lowest responsible bidder.

The submitted unit prices shall include all labor, materials, equipment, incidentals, expenses, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn **prior to September 30, 2026**.

The bidder agrees that the Owner may reduce the quantities under any bid item or may delete work items altogether if necessary to bring the contract awarded within funds available to finance the project. Such reduction or deletion of work shall not constitute a basis for withdrawal of this proposal or for adjustment of the unit or lump sum prices bid.

Respectfully submitted:

Name of Bidder: S.D. Ireland Concrete Construction Corporation

Signed: _____
(Signature)

Name and Title: Scott D. Ireland, President
(Print or Type)

Business Address: 20 Redimix Drive Williston, VT 05495

P.O. Box 2286 South Burlington, VT 05407

(SEAL if bid is by a corporation)

S.D. Ireland Concrete Construction Corporation CORPORATE SEAL 1974 VERMONT

CERTIFICATE AS TO CORPORATE PRINCIPAL

PROPOSAL

I, Sophie D. Ireland, certify that I am the Secretary of the corporation named as Bidder in the above Proposal; that Scott D. Ireland, who signed the said Proposal on behalf of the Bidder was then President, of said corporation; that I know his signature and his signature thereto is genuine; and that said Proposal was duly signed, sealed and attested to for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.



(Corporate Seal)

PRIME CONTRACTOR
DBE / SMALL BUSINESS REPORTING INFORMATION FORM (BTV-206)

(To be filled out by the bidder and submitted with their bid package)

Project Name: Expand Cargo Apron
Airport: Patrick Leahy Burlington International Airport
AIP Number: 3-50-000-5-1xx-2026

Prime Contractor Information

Company Name: S.D. Ireland Concrete Construction Corporation
Contact Person: John Magnus
Address 1: P.O. Box 2286
Address 2:
Address 3:
City / Town: South Burlington
State: VT
Zip Code: 05407
Phone: 802-863-6222
Fax: 802-860-1528
E-Mail: jmagnus@sdireland.com
NAICS Code:

Vermont DBE Status:	☑ Non-DBE ☐ Certified DBE (Check one)
Small Business Status:	☑ Non-Small Business ☐ Small Business (Check one)

If Prime Contractor is a DBE or a Small Business, complete the following section:

States you are DBE Certified in:	(If not a DBE leave blank)
Age of Firm:	_____ Years
Annual Gross Receipts (Avg. over last 3 years per SBA regs.):	☐ less than $500,000 (Check one) ☐ $500,000 to $999,999 ☐ $1,000,000 to $1,999,999 ☐ $2,000,000 to $4,999,999 ☐ $5,000,000 to $9,999,999 ☐ $10,000,000 to $14,999,999 ☐ $15,000,000 to $19,999,999 ☐ $20,000,000 to $23,980,000 ☐ more than $23,980,000

SUBCONTRACTOR / SUPPLIER
DBE / SMALL BUSINESS REPORTING INFORMATION FORM (BTV-207)

(To be filled out by the Subcontractor / Supplier and submitted with the bid package)

Project Name: Expand Cargo Apron
Airport: Parick Leahy Burlington International Airport
AIP Number: 3-50-0005-1xx-2026

Subcontractor / Supplier Information

Company Name: Hi-Lite Airfield Sevices, LLC
Contact Person: Christopher Miller
Address 1: 20128 NYS Rt 12F
Address 2:
Address 3:
City / Town: Watertown
State: NY
Zip Code: 13601
Phone: 315-583-6111
Fax:
E-Mail: info@hi-lite.com
NAICS Code: 237310

Vermont DBE Status:	☑ Non-DBE ☐ Certified DBE (Check one)
Small Business Status:	☑ Non-Small Business ☐ Small Business (Check one)
Project Role:	☑ Subcontractor ☐ Supplier ☐ Other _____(Check one)

If Subcontractor / Supplier is a DBE or a Small Business, complete the following section:

States you are DBE Certified in:	(If not a DBE leave blank)
Age of Firm:	_____ Years
Annual Gross Receipts (Avg. over last 3 years per SBA regs.):	☐ less than $500,000 (Check one) ☐ $500,000 to $999,999 ☐ $1,000,000 to $1,999,999 ☐ $2,000,000 to $4,999,999 ☐ $5,000,000 to $9,999,999 ☐ $10,000,000 to $14,999,999 ☐ $15,000,000 to $19,999,999 ☐ $20,000,000 to $23,980,000 ☐ more than $23,980,000

SUBCONTRACTOR / SUPPLIER
DBE / SMALL BUSINESS REPORTING INFORMATION FORM (BTV-207)

(To be filled out by the Subcontractor / Supplier and submitted with the bid package)

Project Name: Expand Cargo Apron
Airport: Patrick Leahy Burlington International Airport
AIP Number: 3-50-000-5-1xx-2026

Subcontractor / Supplier Information

Company Name: New Form Building Systems, Inc. dba New Form Supply
Contact Person: Jaclyn Tremblay
Address 1: 90 Heritage Park Rd, Suite 2
Address 2:
Address 3:
City / Town: Bucksport
State: ME
Zip Code: 04416
Phone: 203-671-4528
Fax:
E-Mail: Jtremblay@newformsupply.com
NAICS Code: 423330, 423330, 423390, 423510, 423720

Vermont DBE Status:	☐ Non-DBE ☒ Certified DBE (Check one)
Small Business Status:	☐ Non-Small Business ☒ Small Business (Check one)
Project Role:	☐ Subcontractor ☒ Supplier ☐ Other _____ (Check one)

If Subcontractor / Supplier is a DBE or a Small Business, complete the following section:

States you are DBE Certified in:	CT, DE, GA, MA, ME, MD, NC, NH, NY, RI, SC, VA, VT (If not a DBE leave blank)
Age of Firm:	22 Years
Annual Gross Receipts (Avg. over last 3 years per SBA regs.):	☐ less than $500,000 (Check one) ☐ $500,000 to $999,999 ☐ $1,000,000 to $1,999,999 ☒ $2,000,000 to $4,999,999 ☐ $5,000,000 to $9,999,999 ☐ $10,000,000 to $14,999,999 ☐ $15,000,000 to $19,999,999 ☐ $20,000,000 to $23,980,000 ☐ more than $23,980,000

SUBCONTRACTOR / SUPPLIER
DBE / SMALL BUSINESS REPORTING INFORMATION FORM (BTV-207)

(To be filled out by the Subcontractor / Supplier and submitted with the bid package)

Project Name: Expand Cargo Apron
Airport: Patrick Leahy Burlington International Airport
AIP Number: 3-50-000-5-1xx-2026

Subcontractor / Supplier Information

Company Name: Nicom Coatings LLC
Contact Person: Evan Kropa
Address 1: 42 Locke Rd.
Address 2:
Address 3:
City / Town: Concord
State: NH
Zip Code: 03301
Phone: 802-229-5261
Fax:
E-Mail: ekropa@nicomcoatings.com
NAICS Code: 237310

Vermont DBE Status:	☑ Non-DBE ☐ Certified DBE (Check one)
Small Business Status:	☐ Non-Small Business ☑ Small Business (Check one)
Project Role:	☑ Subcontractor ☐ Supplier ☐ Other _____ (Check one)

If Subcontractor / Supplier is a DBE or a Small Business, complete the following section:

States you are DBE Certified in:	(If not a DBE leave blank)
Age of Firm:	4 Years
Annual Gross Receipts (Avg. over last 3 years per SBA regs.):	☐ less than $500,000 (Check one) ☐ $500,000 to $999,999 ☐ $1,000,000 to $1,999,999 ☑ $2,000,000 to $4,999,999 ☐ $5,000,000 to $9,999,999 ☐ $10,000,000 to $14,999,999 ☐ $15,000,000 to $19,999,999 ☐ $20,000,000 to $23,980,000 ☐ more than $23,980,000

SUBCONTRACTOR / SUPPLIER
DBE / SMALL BUSINESS REPORTING INFORMATION FORM (BTV-207)

(To be filled out by the Subcontractor / Supplier and submitted with the bid package)

Project Name: Expand Cargo Apron
Airport: Patrick Leahy Burlington International Airport
AIP Number: 3-50-000-5-1xx-2026

Subcontractor / Supplier Information

Company Name: Sir Lines-A-Lot, LLC
Contact Person: Roderick Henry
Address 1: 11 Common Lane
Address 2:
Address 3:
City / Town: Madison
State: NH
Zip Code: 03849
Phone: 603 356 5593
Fax:
E-Mail: sales@linestripe.com
NAICS Code: 227990

Vermont DBE Status:	☒ Non-DBE ☐ Certified DBE (Check one)
Small Business Status:	☐ Non-Small Business ☒ Small Business (Check one)
Project Role:	☒ Subcontractor ☐ Supplier ☐ Other _____(Check one)

If Subcontractor / Supplier is a DBE or a Small Business, complete the following section:

States you are DBE Certified in:	(If not a DBE leave blank)
Age of Firm:	34 Years
Annual Gross Receipts (Avg. over last 3 years per SBA regs.):	☐ less than $500,000 (Check one) ☐ $500,000 to $999,999 ☒ $1,000,000 to $1,999,999 ☐ $2,000,000 to $4,999,999 ☐ $5,000,000 to $9,999,999 ☐ $10,000,000 to $14,999,999 ☐ $15,000,000 to $19,999,999 ☐ $20,000,000 to $23,980,000 ☐ more than $23,980,000

Patrick Leahy Burlington International Airport
Expand Cargo Apron
DBE Submittal Log

Subcontractor Name	Email Address	RFP Sent	Plans Sent	Response	Notes
Ann Seal	rmartinez@annseal.com	2/26/2026	2/26/2026		
Rocky Martinez					
Axtell's Pavement Solutions LLC Nick Axtell	apsinc41@gmail.com	2/27/2026	2/27/2026		
JP Sicard	theresa@jpsicard.com	2/27/2026	2/27/2026		
K5 Corporation	kdelong@k5corporation.com	2/27/2026	2/27/2026		
Ms. Pipe LLC	kim@mspipellc.com	2/27/2026	2/27/2026		
New Form Building Supply Systems	elibby@newformbuilding.com	2/27/2026	2/27/2026	Quote Rec'd 3.31.26	
Sir Lines-A-Lot. LLC		2/27/2026	2/27/2026	Quote Rec'd 3.28.26	
Steel Sales Inc.	brenda@steelsalesinc.com	2/27/2026	2/27/2026		
Worksafe Traffic Control	debrar@worksafetci.com	2/27/2026	2/27/2026		

Kerri Germain

From: Kerri Germain
Sent: Friday, February 27, 2026 5:09 PM
To: 'Debra Ricker'
Cc: John Magnus
Subject: RFP - BTV Expand Cargo Apron
Attachments: Ad for Bids-BTV Expand Cargo Apron .pdf

Hello,
We are bidding on the Patrick Leahy Burlington International Airport – Expand Cargo Apron project. If you would like to bid on any portion of this project, please send us your quotes by **Wednesday, March 25, 2026.** This project bids to the owner on Thursday, March 26, 2026 at 2 pm. Use the following link to access the bid documents: https://spaces.hightail.com/space/JGFI5Ui57t

Please contact John Magnus at 802-316-2756 if you have any questions.

Thank you,
Kerri

Kerri L. Germain
Office Manager

SD Ireland COMPANIES
P.O. Box 2286
South Burlington, VT 05407
Ph: 802-863-6222 Ext. 292

Check us out online at www.sdireland.com

Kerri Germain

From: Kerri Germain
Sent: Friday, February 27, 2026 5:08 PM
To: 'brenda@steelsalesinc.com'
Cc: John Magnus
Subject: RFP - BTV Expand Cargo Apron
Attachments: Ad for Bids-BTV Expand Cargo Apron .pdf

Hello,
We are bidding on the Patrick Leahy Burlington International Airport – Expand Cargo Apron project. If you would like to bid on any portion of this project, please send us your quotes by **Wednesday, March 25, 2026.** This project bids to the owner on Thursday, March 26, 2026 at 2 pm. Use the following link to access the bid documents: https://spaces.hightail.com/space/JGFI5Ui57t

Please contact John Magnus at 802-316-2756 if you have any questions.

Thank you,
Kerri

Kerri L. Germain
Office Manager

SD Ireland COMPANIES
P.O. Box 2286
South Burlington, VT 05407
Ph: 802-863-6222 Ext. 292

Check us out online at www.sdireland.com

Kerri Germain

From: Brenda Westcott <Brenda@steelsalesinc.com>
To: Kerri Germain
Sent: Saturday, February 28, 2026 7:53 AM
Subject: Read: RFP - BTV Expand Cargo Apron

Your message

To: Brenda Westcott
Subject: RFP - BTV Expand Cargo Apron
Sent: Friday, February 27, 2026 5:07:48 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Saturday, February 28, 2026 7:53:01 AM (UTC-05:00) Eastern Time (US & Canada).

Kerri Germain

From: Kerri Germain
Sent: Friday, February 27, 2026 5:07 PM
To: 'kim@mspipellc.com'
Cc: John Magnus
Subject: RFP - BTV Expand Cargo Apron
Attachments: Ad for Bids-BTV Expand Cargo Apron .pdf

Hello,
We are bidding on the Patrick Leahy Burlington International Airport – Expand Cargo Apron project. If you would like to bid on any portion of this project, please send us your quotes by **Wednesday, March 25, 2026.** This project bids to the owner on Thursday, March 26, 2026 at 2 pm. Use the following link to access the bid documents: https://spaces.hightail.com/space/JGFI5Ui57t

Please contact John Magnus at 802-316-2756 if you have any questions.

Thank you,
Kerri

Kerri L. Germain
Office Manager

SD Ireland COMPANIES
P.O. Box 2286
South Burlington, VT 05407
Ph: 802-863-6222 Ext. 292

Check us out online at www.sdireland.com

Kerri Germain

From: Mail Delivery System <MAILER-DAEMON@dispatch1-us1.ppe-hosted.com>
To: kim@mspipellc.com
Sent: Friday, February 27, 2026 5:07 PM
Subject: Relayed: RFP - BTV Expand Cargo Apron

This is the mail system at host https://urldefense.proofpoint.com/v2/url?u=http-3A__dispatch1-2Dus1.ppe-2Dhosted.com&d=DwICAg&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=xjtmAVyjKw_zIVKh-wG4aL77uJ2htfODjOFDLMXJ2o8&m=fRATTqIQAYpyqAQiepeH5W3XzpUJ-3LkYiSXyETBlV4ar1GQgR2D1ckjms8guWCs&s=T6VozdfHFAof-oHScYhsztUA0svdHxnMeJ4B-ATdPjA&e=.

Your message was successfully delivered to the destination(s) listed below. If the message was delivered to mailbox you will receive no further notifications. Otherwise you may still receive notifications of mail delivery errors from other systems.

The mail system

<kim@mspipellc.com>: delivery via



Message Headers

mx-biz.mail.am0.yahoodns.net[67.195.204.83]:25: 250 ok dirdel

Kerri Germain

From: Kerri Germain
Sent: Friday, February 27, 2026 5:05 PM
To: Kathy DeLong
Cc: John Magnus
Subject: RFP - BTV Expand Cargo Apron
Attachments: Ad for Bids-BTV Expand Cargo Apron .pdf

Hello,
We are bidding on the Patrick Leahy Burlington International Airport – Expand Cargo Apron project. If you would like to bid on any portion of this project, please send us your quotes by **Wednesday, March 25, 2026.** This project bids to the owner on Thursday, March 26, 2026 at 2 pm. Use the following link to access the bid documents: https://spaces.hightail.com/space/JGFI5Ui57t

Please contact John Magnus at 802-316-2756 if you have any questions.

Thank you,
Kerri

Kerri L. Germain
Office Manager

SD Ireland COMPANIES
P.O. Box 2286
South Burlington, VT 05407
Ph: 802-863-6222 Ext. 292

Check us out online at www.sdireland.com

Kerri Germain

From: Kathy DeLong <kdelong@K5Corporation.com>
To: Kerri Germain
Sent: Friday, February 27, 2026 5:19 PM
Subject: Read: RFP - BTV Expand Cargo Apron

Your message

To: Kathy DeLong
Subject: RFP - BTV Expand Cargo Apron
Sent: Friday, February 27, 2026 5:05:12 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Friday, February 27, 2026 5:19:01 PM (UTC-05:00) Eastern Time (US & Canada).

Kerri Germain

From: Kerri Germain
Sent: Friday, February 27, 2026 5:05 PM
To: 'theresa@jpsicard.com' (theresa@jpsicard.com) (theresa@jpsicard.com)
Cc: John Magnus
Subject: RFP - BTV Expand Cargo Apron
Attachments: Ad for Bids-BTV Expand Cargo Apron .pdf

Hello,
We are bidding on the Patrick Leahy Burlington International Airport – Expand Cargo Apron project. If you would like to bid on any portion of this project, please send us your quotes by **Wednesday, March 25, 2026.** This project bids to the owner on Thursday, March 26, 2026 at 2 pm. Use the following link to access the bid documents: https://spaces.hightail.com/space/JGFI5Ui57t

Please contact John Magnus at 802-316-2756 if you have any questions.

Thank you,
Kerri

Kerri L. Germain
Office Manager

SD Ireland COMPANIES
P.O. Box 2286
South Burlington, VT 05407
Ph: 802-863-6222 Ext. 292

Check us out online at www.sdireland.com

Kerri Germain

From: Theresa Daigle <Theresa@jpsicard.com>
To: Kerri Germain
Sent: Monday, March 2, 2026 9:35 AM
Subject: Read: RFP - BTV Expand Cargo Apron

Your message

To: Theresa Daigle
Subject: RFP - BTV Expand Cargo Apron
Sent: Friday, February 27, 2026 5:04:34 PM (UTC-05:00) Eastern Time (US & Canada)

was read on Monday, March 2, 2026 9:34:38 AM (UTC-05:00) Eastern Time (US & Canada).

Kerri Germain

From:	Kerri Germain
Sent:	Friday, February 27, 2026 5:03 PM
To:	'apsinc41@gmail.com'
Cc:	John Magnus
Subject:	RFP - BTV Expand Cargo Apron
Attachments:	Ad for Bids-BTV Expand Cargo Apron .pdf

Hello,
We are bidding on the Patrick Leahy Burlington International Airport – Expand Cargo Apron project. If you would like to bid on any portion of this project, please send us your quotes by **Wednesday, March 25, 2026.** This project bids to the owner on Thursday, March 26, 2026 at 2 pm. Use the following link to access the bid documents: https://spaces.hightail.com/space/JGFI5Ui57t

Please contact John Magnus at 802-316-2756 if you have any questions.

Thank you,
Kerri

Kerri L. Germain
Office Manager

SD Ireland COMPANIES
P.O. Box 2286
South Burlington, VT 05407
Ph: 802-863-6222 Ext. 292

Check us out online at www.sdireland.com

Kerri Germain

From: Mail Delivery System <MAILER-DAEMON@dispatch1-us1.ppe-hosted.com>
To: apsinc41@gmail.com
Sent: Friday, February 27, 2026 5:04 PM
Subject: Relayed: RFP - BTV Expand Cargo Apron

This is the mail system at host https://urldefense.proofpoint.com/v2/url?u=http-3A__dispatch1-2Dus1.ppe-2Dhosted.com&d=DwICAg&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=xjtmAVyjKw_zIVKh-wG4aL77uJ2htfODjOFDLMXJ2o8&m=D3f3hGww55CsDWHfve4-kDI1ogUKu4kXP5e19TiXKNGQ7ClWsPV1iEqPLpTmPYUJ&s=rrk0sQScfFHFAyruOtP0tBzxO7hQ45Rg3Lt2wN1u3h8&e=.

Your message was successfully delivered to the destination(s)
listed below. If the message was delivered to mailbox you will
receive no further notifications. Otherwise you may still receive
notifications of mail delivery errors from other systems.

The mail system

<apsinc41@gmail.com>: delivery via
gmail-smtp-in.l.google.com[142.250.142.27]:25: 250 2.0.0 OK 1772229811



Message Headers

a92af1059eb24-1279535bacesi2162584c88.21 - gsmtp

CERTIFICATION OF NONSEGREGATED FACILITIES

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

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

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

Dated March 26, 2026

S.D. Ireland Concrete Construction Corporation

Legal Name of Person, Firm or Corporation

Signed

Scott D. Ireland, President

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

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

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States; or

b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic products.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

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

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

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

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

a) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

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

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

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

3/26/26	Scott D. Ireland
Date	Signature Scott D. Ireland
S.D. Ireland Concrete Construction Corp.	President
Company Name	Title

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR MANUFACTURED PRODUCTS

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

☒ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a) Only installing steel and manufactured products produced in the United States;

b) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

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

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

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

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.

c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

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

a) Detailed cost information for total project using U.S. domestic product
b) Detailed cost information for total project using non-domestic product

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

3/26/26
Date

Signature Scott D. Ireland

S.D. Ireland Concrete Construction Corp.
Company Name

President
Title

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

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

Certifications

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

Note

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

Term Definitions

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

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

3/26/26
Date

Signature Scott D. Ireland

S.D. Ireland Concrete Construction Corp.
Company Name

President
Title

CERTIFICATION OF COMPLIANCE WITH THE CITY OF BURLINGTON'S LIVABLE WAGE ORDINANCE

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

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

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

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

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

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

Date 3/26/26

By: _____ Contractor

Scott D. Ireland, President

Subscribed and sworn to before me:

Date 3/26/26

Notary _____

Kerri Germain 257.0009953 Exp. 1/31/27

KERRI GERMAIN Notary Public State of Vermont Commission No. 157.0009953

PATRICK LEAHY
BURLINGTON
INTERNATIONAL AIRPORT

April 16, 2025

S.D. Ireland Brothers Corporation
P.O. Box 2286
So. Burlington, VT 05407

RE: Prequalification of Construction Contracts Application
with the City of Burlington, Vermont

S.D. Ireland Brothers Corporation:

After review of your Prequalification of Construction Contractors Application, your company is considered QUALIFIED to bid projects for the City of Burlington and Burlington International Airport within your company's field of services and financial capabilities. This Prequalification is valid for a period of one year and will expire on April 15, 2026.

Please note that all projects in excess of $15,000 at the Airport are subject to the City of Burlington Livable Wage Rates, and those receiving Federal funding are also subject to Davis Bacon Wage Rates. These will be provided with the Request for Proposal for the specific projects. Also, if you have not submitted your complete financial statement package at this time (CPA approved), you will be required to do so prior to executing any work contracts with the Airport.

Bid Requests and information on future projects will be available on the State business website (www.vermontbidsystem.com), Works in Progress (20 Farrell Street, South Burlington, VT 05403), and the Airport website (www.btv.aero).

If you have any questions, please give me a call at 802-503-7368.

Thank you for your interest in Patrick Leahy Burlington International Airport.

Sincerely,

Nic Longo, Director of Aviation

A: 1200 Airport Drive, #1 South Burlington, VT 05403
P: 802.863.2874

Attachment C:
Burlington Standard Contract Provisions for Contractors

ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSTRUCTION CONTRACTORS

1. **DEFINITIONS:**
   - **A.** The "Contract" shall mean the Contract between Contractor and the City to which these conditions apply and includes this Attachment C.
   - **B.** The "Contractor" shall mean _____.
   - **C.** The "City" shall mean the City of Burlington, Vermont or any of its departments.
   - **D.** The "Effective Date" shall mean the date on which the Contract becomes effective according to its terms, or if no effective date is stated, the date that all parties to it have signed.
   - **E.** The "Parties" shall mean the parties to this Contract.
   - **F.** The "Work" shall mean the services being provided by the Contractor, as provided in the Contract.

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

3. **INSURANCE & INDEMNIFICATION:** The insurance and indemnification provisions set forth in Attachment C-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.

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

5. **PERSONNEL REQUIREMENTS AND CONDITIONS:** A Contractor shall employ only qualified personnel with responsible authority to supervise the work. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

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

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

   The Contractor warrants that no company or person has been employed or retained (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Contractor to be paid, other

than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

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

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

7. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and any subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions, and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its subcontractors and any other person performing work under this Contract.

8. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site.

   Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.

9. **UTILITIES & ACCESS:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the City and will enter into any necessary contacts and discussions with the affected owners regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the City, in writing, of any such contacts and the results thereof.

   The City shall provide the land and/or construction easements for the land upon which the Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities

and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

10. PROTECTION OF PROPERTY:

A. In General: Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.

B. Underpinning and Shoring: Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.

C. Damage to Utilities: Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the city department, utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

11. PUBLIC RELATIONS: Throughout the performance of the Contract, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Contractor agrees that any work will be done with minimum damage to the property and disturbance to the owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.

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

13. APPEARANCES:

A. Hearings and Conferences: The Contractor shall provide services required by the City and

necessary for furtherance of any work covered under the Contract. These services shall include appropriate representation at design conferences, public gatherings and hearings, and appearances before any legislative body, commission, board, or court, to justify, explain and defend its contractual services covered under the Contract.

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

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

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

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

14. RESPONSIBILITY OF COST: The Contractor shall furnish and pay the cost, including taxes (except tax-exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation. The Contractor shall perform all the Work required for the construction of all items listed and itemized under Attachment A (Request for Proposals) and Attachment B (Contractor's Response to Request for Proposals) and in strict accordance with the Contract Documents and any amendments thereto and any approved supplemental plans and specifications. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge, including no mechanic's lien, to be fixed on the property of the City.

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

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

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's

labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied by documentation to substantiate their charges.

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

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

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

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

18. **CHANGE ORDERS & AMENDMENTS:** No changes or amendments to the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor. All changes affecting the Project's construction cost, length of time, or modifications of the terms or conditions of the Contract, must be authorized by means of a written Contract Change Order which is mutually agreed to by the City and Contractor. The Contract Change Order will include extra Work, Work for which quantities have been altered from those shown in the Bid Schedule, as well as decreases or increases in the quantities of installed units from those shown in the Bid Schedule because of final measurements. All changes must be recorded on a Contract Change Order (which form is part of these Contract Documents) and fully executed before they can be included in a partial payment estimate. Changes for Work, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.

19. EXTENSION OF TIME: The Contractor agrees to prosecute the work continuously and diligently, and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. The Contractor may request an extension of time for such delays or hindrances, if any.

Time extensions may be granted by amendment only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

The City may suspend the work or any portion thereof for a period of not more than ninety (90) days at its discretion or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension.

20. PUBLIC HEALTH EMERGENCY:

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

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

   a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
      i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;
      ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
      iii. A schedule for possible updates to the plan as standards and mandates change; and
      iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

   b. Review and Acceptance of Plan:
      i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
      ii. The City shall have sole discretion to require changes to the plan.

iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

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

21. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

22. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, require or agree to changes, or additions to or deletions from the originally contemplated scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

1. Fixed Price. By a price that is not subject to any adjustment on the basis of the Contractor's expenses experienced in performing the work. The Contractor is fully responsible for all costs and resulting profit or loss.

2. Rate Schedule. By unit prices designated in the Contract, or by unit prices covered under any subsequent contracts.

3. Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

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

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

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

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

25. ACCEPTANCE OF FINAL PAYMENT; RELEASE: Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by

reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or any performance or payment bond.

26. **OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed in the course of the Contract. The Contractor agrees to allow the City access to all “instruments of professional service” at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

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

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

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

be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, subcontractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

30. WARRANTY: In addition to any warranty provided by the manufacturer or distributor, Contractor guarantees the Work performed, and all materials or equipment furnished, to be free from defects in material and workmanship for a minimum period of one (1) year from the date of the City's acceptance of completion. The Contractor's warranty is not intended and shall not be interpreted as a limitation upon the City's rights or a waiver of manufacturer and distributor warranties, any subcontractor warranties, or any other warranties provided in connection with the Work.

Contractor, at its own expense, shall make any repairs, or replacement necessary to correct these defects to the satisfaction of the City.

This warranty of material and workmanship applies only:

1. To the property only as long as it remains in the possession of the City.

2. To the Work that has not been subject to accident, misuse, or abuse by someone other than the Contractor.

3. To the Work that has not been modified, altered, defaced, or had repairs made or attempted by someone other than the Contractor.

4. If the Contractor is immediately notified in writing within ten (10) days of first knowledge of the defect by the City.

5. If the Contractor is given the first opportunity to make any repairs, replacements, or corrections to the defective construction at no cost to the City within a reasonable period of time.

Under no circumstances shall Contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.

If the Contractor is unable, after receipt of two (2) written notices given to Contractor by the City, to successfully repair or replace the labor, equipment, or materials within six (6) months of the second notice, then the District's repair and replace warranty shall be deemed to have failed and the City's rights and remedies shall not be limited by the provisions of this section.

31. CONTRACT DISPUTES: In the event of a dispute between the parties to this Contract, each party will continue to perform its obligations unless the Contract is terminated in accordance

with these terms.

32. SETTLEMENTS OF MISUNDERSTANDINGS: Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.

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

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 18-20.

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

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

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

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

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

35. SAFETY REQUIREMENTS: The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any VOSHA (Vermont OSHA) Safety and Health requirements, including the provision and use of appropriate safety equipment and practices.

The Contractor, and not the City, shall be responsible for the safety, efficiency, and adequacy of Contractor's or its subcontractors' plant, appliances, equipment, vehicles, and methods, and for any damages, which may result from their failure or their improper construction, maintenance or operation.

36. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Contractor will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any subcontractors, shall comply with any Federal, State, or local law, statute, regulation, executive order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

37. CHILD SUPPORT PAYMENTS: By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support

Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

38. **TAX REQUIREMENTS:** By signing the Contract, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, the Contractor is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.

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

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

41. **TRANSFERS, SUBLETTING, ASSIGNMENTS, ETC:** Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City and further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the subcontractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any subcontractor as specified in the insurance requirements section of this Contract.

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

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

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

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

45. **RELATIONSHIP:** The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

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

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

47. **JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.

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

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

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

51. APPENDICES: The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.

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

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

Attachment C-1
Insurance & Indemnification

As used in this Attachment, the term "Contractor" shall refer to the "Consultant".

INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required.

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

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

A. Commercial General Liability: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor's responsibility to ensure that commercial general liability insurance coverage, covering bodily injury and property damage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

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

Coverage limits shall not be less than:

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

B. Workers' Compensation/Employer Liability: With respect to all operations performed, the

Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

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

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

For contracts involving work of any kind or nature on Lake Champlain, Workers' Compensation/Employer's Liability policy shall include a Maritime Endorsement (USL&H).

C. Automobile Liability: The Contractor shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract. Each policy shall provide coverage with a limit not less than: $1,000,000 - Combined Single Limit for each occurrence.

D. Special Coverages
   a. Builders' Risk or Installation Floater: Value of project or contract

E. Umbrella/Excess Liability:

1. $2,000,000 Each Event Limit
2. $2,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer Liability.

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability) shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy shall be endorsed to waive subrogation against the City.

Attachment D:
Burlington Livable Wage Ordinance Certification

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

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

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

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

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

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

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

Date_____ By:_____

Contractor

Subscribed and sworn to before me:

Date _____ _____

Notary

Attachment E:
Burlington Outsourcing Ordinance Certification

ATTACHMENT E

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

I, _____, on behalf of _____

(Contractor) and in connection with the

_____[project],

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

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

By:_____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Attachment F:
Burlington Union Deterrence Ordinance Certification

Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, _____, on behalf of _____ (Contractor) and in connection with _____ (City contract/project/grant), hereby certify under oath that _____ (Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will it over the life of the contract advertise or provide union deterrence services in violation of the City's union deterrence ordinance.

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

By:_____
Duly Authorized Agent

Attachment G:
Contractor's Certificate of Insurance, Endorsements

Attachment H:
Lien Release Templates

Progress Payment Lien Waiver:
To be executed by general contractor only upon any application for progress payments

The undersigned duly authorized agent on behalf of Contractor, hereby certifies under the pains and penalties of perjury that, to the best of their knowledge and belief based upon a reasonable and diligent inquiry:

(1) Any previous progress payments received from the City on account of the Work have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by any prior applications for payment.

(2) Title to all Work, materials, and equipment incorporated into the Work, or otherwise listed in or covered by this application for payment, will pass to the City by time of final acceptance free and clear of all liens, security interests, and encumbrances;

(3) All the Work covered by this application for payment is in accordance with the Contract and is not defective; and

(4) Contractor has paid its laborers in compliance with all applicable laws and has complied with or will comply with any and all prompt payment laws contractual obligations in making any payments due its subcontractors and equipment or materials providers at any tier in connection with the Work under this this application for payment.

Signed: _____ Dated: _____

Name: _____ Title: _____

At (Town/City, County, State): _____

Final Lien Waiver:

To be executed prior to final payment by Contractor and each subcontractor/materials or equipment provider at any tier

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and/or any payment bond rights the claimant has for labor and service provided, and equipment and material delivered, by or for Contractor for the benefit of the City in connection with public improvements identified under the Contract as amended and restated from time. This waiver applies to all such labor, services, materials, or equipment provided through the date of this document, but excludes final payment now due in the amount of $_____.__. (The total amount claimed due by subcontractors and materials or equipment providers at every tier must not exceed the total amount claimed due by Contractor.) The undersigned claimant has received the following payments to date: $ _____.__.

[For Contractor, include the language above for a progress payment here.]

[For Contractor, include the signature lines above. For all others, include the following:

(enter name of laborer, subcontractor, or materials or equipment provider)

By: _____

Name: _____

Its: _____

Date: _____]

Attachment I:
Contractor's Bonds

Payment Bond

Whereas, the City of Burlington, Vermont and _____ a [state] [entity type] (hereinafter designated as "the principal") have entered into an agreement whereby the principal agrees to furnish certain works of improvements, which agreement, dated _____, 20___, is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City to secure the claims at any tier of subcontractors, laborers, and the providers of equipment and materials;

Now, therefore, the principal and the undersigned as corporate surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, equipment and material suppliers, at any tier, and other persons employed in the performance of the agreement in the sum of _____ dollars ($ _____), for materials furnished or labor thereon of any kind, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims pursuant hereto and pursuant to applicable law, so as to give a right of action to them or their assigns in any suit brought upon this bond. To obtain the benefit of the bond, a claimant shall file with the City's Director of Public Works a sworn statement of the claimant's claim, within ninety (90) days after the final acceptance of the project by the City, and, within one year after the filing of the claim, shall bring a petition in the Superior Court in the name of the City, with notice and summons to the principal, surety, and the City, to enforce the claim or intervene in a petition already filed.

Should each and every condition of this bond be fully performed, then this obligation shall become null and void, provided that no claims have been received by the filing deadline; otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 20___.

[*Attach a Signature Page with Principal's & Surety's Signature Blocks & Attach Proof of Power of Attorney*]

Performance Bond

Whereas, the City of Burlington, Vermont and _____ a [state] [entity type] (hereinafter designated as "the principal") have entered into an agreement whereby the principal agrees to furnish certain works of improvements, which agreement, dated _____, 20___, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement;

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City, in the penal sum of _____ dollars ($_____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded principal, their heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

In witness whereof, this instrument has been duly executed by the principal and surety above named, on _____, 20__.

[*Attach a Signature Page with Principal's & Surety's Signature Blocks & Attach Proof of Power of Attorney*]

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo

Title/Subject: Request to Execute a Federal Aviation Administration (FAA) grant for the Cargo Apron Construction project and execute a Contract with Hoyle Tanner and Associates (HTA) and execute a Contract with S.D. Ireland Concrete Construction Corporation (SDI).

Approval Requested:		Meeting Date:
☒	Board of Finance	5/11/2026
☒	City Council	5/18/2026
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/24/2026	Nicolas Longo
Mayor's Office	Yes	5/6/2026	Kara Alnasrawi
Board/Commission	Yes	4/28/2026	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	4/20/2026	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	5/4/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

To: Board of Finance
From: Gene Bergman/Laura Sanchez-Parkinson/Melo Grant
Re: ONE Cleanup/Cleanout Proposal
Date: May 5, 2026

This is to request $6,500 in Council Initiative Funds to pay for an Old North End Cleanup/Cleanout Day on Saturday, May 30th, 2026, sponsored by the ONE's city councilors, Bergman, Grant, and Sanchez-Parkinson. The department of Public Works is supporting the event.

The funds will go to pay for:

- Two Myers' 30-yard roll-offs
- Two small DPW dump trucks
- Fees for weekend service and over one ton allowance
- Staff for drop off and pick up and disposal
- Publicity (door-to-door flyers and a few signs), Front Porch Forum ads
- Water and snacks, other refreshments
- Supplies for volunteers and limited paid organizing assistance and coordination.

The purpose is to provide O.N.E. residents with two centrally located roll offs and other facilities to dispose of household goods and other solid waste from homes, yards, city streets, sidewalks, and greenbelts. O.N.E. councilors conducted this event in the past, the last time being in 2024. It was beneficial to residents, especially those who do not have vehicles. The O.N.E. was greened up. It built a greater sense of community. It improved community confidence in the ability of our local government to address resident needs.

The day would begin for the public at 10 a.m. and end at 2:30 p.m., with set up from 9-10 and breakdown from 2:30-3:30. There are two sites: (1) the Sustainability Academy on North St. and (2) the Integrated Arts Academy on Archibald, St. We will work with the schools on the exact locations.

Besides the roll-offs, there will be small dump trucks for metal recycling, recycling toters, and sharps containers. Volunteers will be provided with heavy duty trash bags and gloves for litter pickup. Water and refreshments will be available. There will be publicity. Councilors will utilize a limited amount of paid assistance in the organizing of the event.

The estimated cost for the roll-offs is $4,500. The estimated cost for the DPW dump trucks and staff time is $1,000. The estimated cost for publicity, supplies, and staff time is $1,000 for a total of $6,500.

Board of Finance Motion:
To approve and recommend that the City Council the use of $6,500 from the FY26 City Council Initiative Fund to support the O.N.E. Clean Up event

City Council Motion:
To approve and recommend that the City Council the use of $6,500 from the FY26 City Council Initiative Fund to support the O.N.E. Clean Up event

To: Board of Finance and City Council

From: Emma Mulvaney-Stanak, Mayor
Kelli Perkins, Director, REIB
Cc: Kara Alnaswari, Interim Chief of Staff
Katharine Schad, CAO
Date: May 4, 2026
Re: Response to Letter from Christine Hughes, Director of Richard Kemp Center and Funding Recommendation

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This memorandum outlines the City's response to the August 2025 letter sent to Board of Finance from Christine Hughes, Director of the Richard Kemp Center, inquiring about City funds believed to have been promised to the Richard Kemp Center as part of the 2020 Racial Justice Resolution, as well as a request for understanding how REIB funding has been utilized over the last 5 years. It also proposes a funding recommendation from the City of Burlington to the Richard Kemp Center in FY27 and FY28.

Background

Reinvestment of City Resources
The 2020 Racial Justice Resolution called for the reallocation of general fund dollars from the reduction, through attrition, of sworn officer numbers toward social services and social, racial, and economic justice initiatives. This included four funding initiatives: a community-based cultural empowerment center (believed to have been the Richard Kemp Center, which was in development and unnamed at the time of the resolution); a capital access program; a minority-owned business municipal procurement program; and operational capacity for REIB staffing. The attrition of BPD officers outpaced budget projections in the subsequent fiscal year, resulting in zero savings to reinvest towards the Resolution.

Community Cultural Empowerment Center Funding - REIB continues to work with community centers and groups to sponsor cultural events and programs. This table shows the specifics of how the City has spent money in this area over time.

Name of Center	FY21	FY22	FY23	FY24	FY25	Total to Date
Congolese Community of Vermont		$5,000	$13,000	$15,000		$33,000
Somali Bantu Association of Vermont				$35,000	$1,000	$36,000
Greater Burlington Multicultural Center	$5,000	$5,000	$5,000	$5,000	$5,000	$25,000
Racial Justice Center dba Richard Kemp Center			$2,500			$2,500
Total						**$96,500**

Capital Access Program
The capital access funding program is the Empowerment Fund, which was placed into REIB's budget and managed by REIB staff. This fund has granted out $380,000 to organizations, businesses, and individuals that are elevating and empowering black and brown community efforts. This funding has supported Black History Month, MLK Day, free legal aid for marginalized communities, immigrant and refugee children's programs, and culturally sustainable food growing programs.

Minority-Owned business municipal procurement program and other economic justice initiatives
REIB hired Phet Keomanyvanh as the Economic Analyst in 2022 to work with the Clerk Treasurer's Office to develop a minority-owned procurement program. Due to leadership and staffing changes in REIB, this work was delayed.

The current administration is advancing this initiative by requiring the City to develop a list of minority-owned contractors to notify when City RFPs are posted. As well, the Business and Workforce Development (BWD), a Division of CEDO, offers the Micro Enterprise Technical Assistance Program to support businesses with marketing, business start-up, business growth, finding space, and trainings. In FY24, BWD provided in-depth assistance to 29 businesses. 52% of these businesses identified as BIPOC-owned businesses, and 80% of beneficiaries identified as low- to moderate-income (under 80% of median income). BWD also launched two revolving loan fund programs in 2023 whose primary objective was to support locally owned businesses and industries that were impacted or disproportionally impacted by COVID-19, with particular focus on BIPOC, women-owned, and other underserved businesses.

Since inception of the revolving loan programs in April of 2023, 32 loans have been disbursed for a total of $633,000. 63% of loan recipients are BIPOC, and 50% are women-owned businesses. In 2025, 6 loans were dispersed for $101,000. 67% of loan recipients identify as BIPOC, and 33% identify as woman. The larger loan program was on pause for much of 2025, as CEDO waited for loan repayments to replenish the fund before re-opening the program. Both BWD programs are no-interest and Sharia law compliant. The funding for these programs was originally from ARPA, but the programs are perpetual as this is a fund replenished from loan repayments.

In the summer of 2024, BWD also launched the Food Cart Incubator Program, a pilot program that supported three BIPOC food vendors with a food cart and spot on Church Street. Each summer on Saturdays around City Hall Park, BWD and BCA's BTV Market also hosts a diverse group of over 100 local vendors from artists, makers, and artisans. The BTV Market has focused on recruiting more BIPOC vendors over the years. In 2022 the BTV Market was comprised of 27% of BIPOC vendors and saw an increase in 2023 to 28% and in 2024 to 29%. In May 2023, the City Council approved the installation of a Kiosk in City Hall Park that was part of the original park design. This project was made possible by ARPA Infrastructure Investment funding. Himalayan D'lite was chosen to run the Kiosk and is a local family and minority-owned business.

Operational capacity for REIB

The City of Burlington created the Office of Racial Equity, Inclusion, and Belonging (REIB) in 2019 and hired Tyeastia Green, its first full-time staff member and Director in March 2020. Amidst nationwide protests in defense of Black Lives and the uneven impacts of the COVID-19 pandemic on BIPOC communities, the City allocated $1M to the Racial Justice Fund of the City's FY21 annual budget, $338,395 of which went to support the FY21 REIB budget. The REIB department budget for FY22 was $1.7M, with final expenditures totaling approximately $2M. In FY23 the department had a $1.8M budget of which $1.2M came from ARPA funds. The Weinberger administration proposed a plan for FY24 to spend an additional $800K of ARPA for REIB as a transition strategy to identify alternative funding sources for the department, including an Equity Tax. In the end, the Weinberger administration decided to forego the Equity Tax and REIB remained ARPA-funded. REIB's FY25 and 26 budgets are smaller than previous years, but in FY25, Mayor Mulvaney-Stanak specifically directed REIB to be funded by the General Fund, a move away from funding REIB with one-time monies.

REIB Financial Information FY21-25 Over the course of REIB's existence, the City of Burlington has spent a total of $1,034,395 through the Fund for Racial Justice: $338,395 in FY21, $432,000 in FY22, and $264,000 in FY25. These funds were used to fund the work of the City's REIB Department and spent under the direction of the REIB Director at the time. The uses of all REIB funds are outlined in the tables that follow, with the Fund for Racial Justice information highlighted.

FY21 Sources:

Funding Source	**Amount**
General Fund (REIB Director Salary in HR budget)	$90,000
Grants & Private Donations	$348,000
Fund for Racial Justice	$338,395
Total	**$776,395**

FY21 Uses:

Category	**Budget**	**Actual**
Staff, Personnel, Benefits	$212, 883	$212,883
Operating and Office supplies	$74,496	$100,942
Professional and Consultant Services	$60,132	$60,132
Community Support (Empowerment Grant)	$170,500	$170,500
Community Celebrations	$231,938	$231,938
TOTAL	**$749,949**	**$776,395**

FY22 Sources:

Funding Source	Amount
Grants and Private Donations	$105,098
Use of Fund Balance – General Fund	$547,000
Fund for Racial Justice (Use of Fund Balance-REIB)	$432,000
General Fund	$951,610
Total	**$2,035,708**

FY22 Uses:

Category	Budget	Actual
Staff, Personnel, Benefits	$1,028,138	$1,040,446
Operating and Office supplies	$82,643	$261,171
Professional and Consultant Services	$170,125	$166,126
Community Celebrations	$414.677	$414,677
Empowerment Fund	$153,288	$153,288
Total FY22 Budget	**$1,848,871**	**$2,035,708**

FY23 Sources:

Funding Source	Amount
ARPA	$852,043
General Fund	$556,462
Grants & Private Donations	$69,823
Total	**$1,478,328**

FY23 Uses:

Category	Budget	Actual
Staff, Personnel, Benefits	$1,149,034	$877,572
Operating and Office Supplies	$10,000	$45,509
Professional and Consultant Services	$184,758	$182,383
Travel and Training	$20,000	$0
Community Celebrations	$180,000	$291,639
Empowerment Fund	$190,000	$81,225
Racism as a Public Health Emergency	$50,000	$0
Total FY23 Budget	**$1,822,813**	**$1,478,328**

FY24 Sources:

Funding Source	Amount
ARPA	$614,798
General Fund	$448,239
Grants and Private Donations	$23,370
Total	**$1,086,407**

FY24 Uses:

Category	Budget	Actual
Staff, Personnel, Benefits	$997,818	$629,481
Operating and office supplies	$61,500	$15,750
Professional and Consultant Services	$180,000	$62,508
Travel and Training	$30,000	$1,840
Community Celebrations	$190,000	$211,171
Empowerment Fund	$190,000	$144,733
Racism as a Public Health Emergency	$50,000	$20,924
Total FY24 Budget	**$1,699,318**	**$1,086,407**

FY25 Sources:

Funding Source	Amount
Fund for Racial Justice (Use of Fund Balance – General Fund)	$264,000
General Fund	$451,568
Grants & Private Donations	$42,250
Total	**$715,568**

FY25 Uses:

Category	Budget	Actual
Staff, Personnel, Benefits (four full-time staff)	$487,118	$406,201
Operating and Office supplies	$28,450	$7,571
Professional and Consultant Services	$20,000	$5,652
Racism as a Public Health Emergency	$20,000	$0
Community Celebrations	$70,000	$64,358

Empowerment Fund	$90,000	$118,574
Total FY25 Budget	**$715,568**	**$602,356**

Moving Forward—Recommendation for Funding to the Richard Kemp Center

In an August 2025 communication to the Board of Finance, Christine Hughes provided documentation that in FY21, $200,000 of the REIB budget was earmarked for the following: Racial Justice Alliance consulting ($50,000), a racial justice strategic planner ($50,000), reparations consultants ($50,000), and a feasibility study for a cultural empowerment center ($50,000). Of these funds, only the monies for the racial justice strategic planner were spent.

As noted in the information above regarding "cultural empowerment center" funding, the Richard Kemp Center has only received $2500 to date for this purpose through REIB. The Richard Kemp Center is the only cultural empowerment center in Burlington that centers the lived experiences of Black American descendants of chattel slavery. The 2020 Racial Justice Resolution was created in the wake of George Floyd and the COVID-19 pandemic to actualize Burlington's commitment to improving the quality of life for Black Americans specifically, which we know would improve the overall health and well-being of our entire community.

Because the Richard Kemp Center was actualized without having received any significant funding from the City of Burlington and is directly serving the segment of our local population who were centered in the 2020 Resolution, the City should allocate funding to the Richard Kemp Center—the $50,000 that was earmarked and never spent for a feasibility study for the creation of a cultural empowerment center. Given the City's current financial reality, this funding will be included in and split between the FY27 and FY28 Office of Racial Equity, Inclusion, and Belonging Community Celebrations budget at $25,000 each fiscal year.

Motions:

The Office of Racial Equity, Inclusion, and Belonging requests the Board of Finance and City Council approve the following motions:

1. Board of Finance Motion:

   Move to approve and authorize Kelli Perkins, Director of the REIB Office to designate funds in an amount not to exceed $50,000.00 of the REIB budget for dispersal to the Richard Kemp Center, $25,000.00 of which will be dispersed in fiscal year 2027 and another $25,000.00 in fiscal year 2028 subject to final review and approval of the Chief Administrative Officer as well as the Office of the City Attorney.

2. City Council Motion:

Move to approve and authorize Kelli Perkins, Director of the REIB Office to designate funds in an amount not to exceed $50,000.00 of the REIB budget for dispersal to the Richard Kemp Center, $25,000.00 of which will be dispersed in fiscal year 2027 and another $25,000.00 in fiscal year 2028 subject to final review and approval of the Chief Administrative Officer as well as the Office of the City Attorney.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: REIB Submitter: Vicky Luciano

Title/Subject: Richard Kemp Center Response and Recommendation

Approval Requested:		Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Both BOF and Council	5/11/2026

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	5/4/2026	Kelli Perkins
Mayor's Office	Yes	5/5/2026	Kara Alnasrawi
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	5/7/2026	Emmett Wood
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	5/5/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

To: Board of Finance
City Council

From: Megan Moir, Division Director - Water Resources
Jessica Lavalette, Director of Finance and Administration

Cc: Chapin Spencer, DPW Director
Tony Berry, Human Resources Manager
Lynn Reagan, Director of Human Resources

Date: May 11, 2026/ May 18, 2026

Subject: Water Resources Metering Services Personnel Reorganization

EXECUTIVE SUMMARY

The Water Resources Division (WRD) of the Department of Public Works (DPW) requests Board of Finance and City Council approval for a variety of organizational changes related to the WRD Metering Services workgroup. These include:

1. Tiering of the Water Meter Field Technician (AFSCME Grade 15) to Water Meter Field Technician In Training (IT)/I/II (AFSCME Grade 14/15/16);
2. Reclassification of one (1) vacant Meter to Cash Analyst I/II (AFSCME Grade 16/17) position to a Water Meter Field Technician IT/I/II (tiered) (AFSCME Grade 14/15/16) and reorganization of the position to report to the Director of Finance and Administration;
3. Reclassification and retitling of the Water Meter Working Foreperson (AFSCME Grade 16) to Metering Operations Lead (AFSCME Grade 19).

Additional details are provided below in the background.

Funds for these organizational changes are available now (FY26) due to savings from the several month vacancy in the Meter to Cash Analyst position. On-going funding for these changes are included in the proposed FY27 Drinking Water and Wastewater budgets.

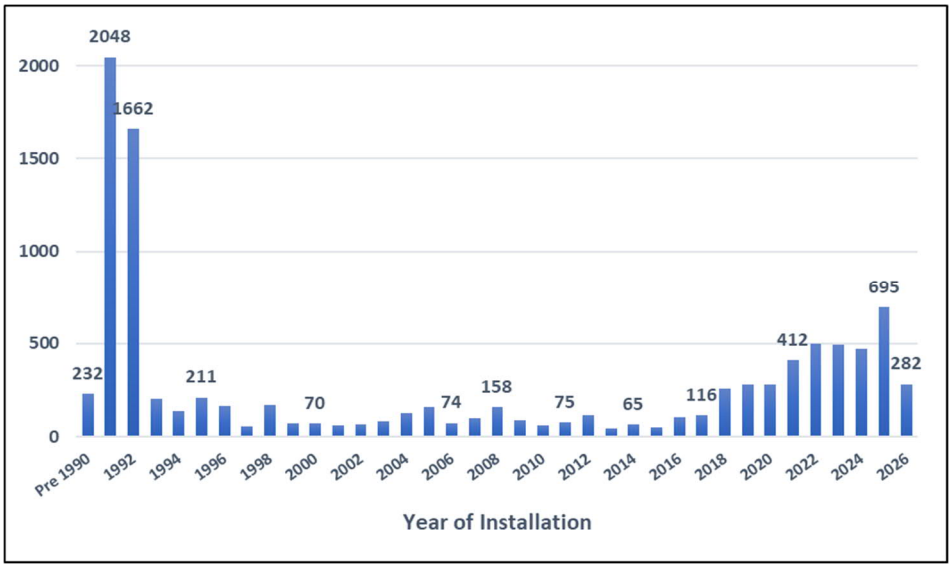
BACKGROUND

Over the last several years, WRD has made incremental and targeted adjustments to its staffing resources and structure to build a resilient and sustainable organization. This has been critical to improving our meter to cash and revenue assurance processes, along with increasing the day-to-day team leadership for our Customer Care and Billing teams. However, a new reality has emerged that presents an on-going challenge to the success of our Metering Services, and ultimately our ability to recover the full revenue warranted by all of our customers' usage.

1. In 1990, WRD began a three year initiative to replace all water meters due to age, and the availability of a new technology that allowed meters to be read from the outside of the building instead of manually. Water meters are mechanical devices, and their accuracy degrades over time causing flows to be under registered and underbilled. Smaller, residential water meters are expected to maintain accuracy standards for 15-20 years meters, and accuracy is impacted by a variety of factors including wear, water quality, flow rates and total throughput. Until recently, there has not been a concerted effort to replace

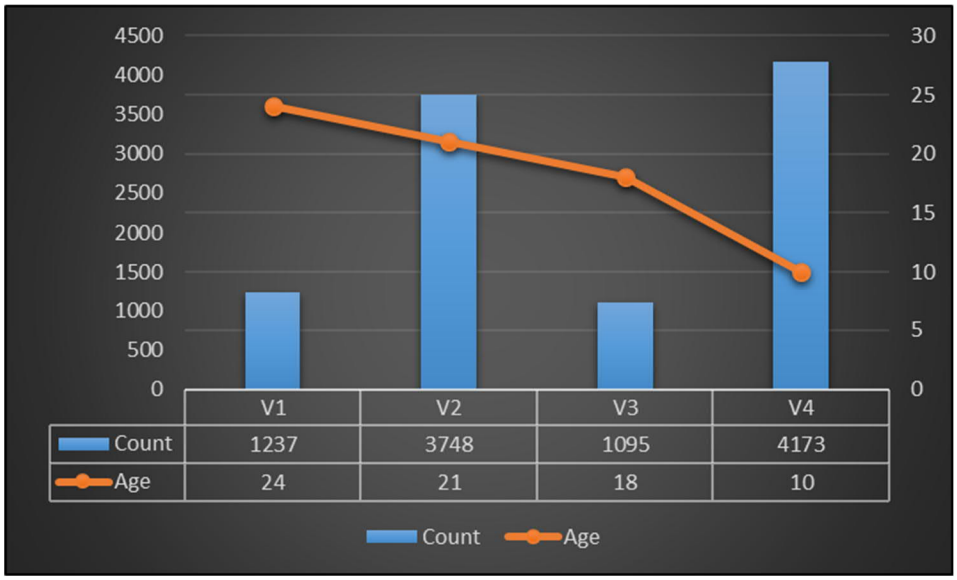
meters due to age, and as a result, 40% of the meters still in service were installed prior to 1993 and are unlikely to be performing at peak accuracy.

Table 1 Meters in Service by Installation Year



2. In 2001, WRD migrated to a drive by meter reading system that utilized Radio Frequency (RF) transmitters. The transmitters are connected to the meter and send a signal with the meter reading on a regular schedule. These devices are battery powered and have a 10-year warranty, although they often operate far beyond that expected useful lifespan. Table 2 illustrates the current age of our RF transmitters, and just under 60% are out of date (V1, V2, V3 series) and will need to be replaced.

Table 2 RF Transmitters in Service by Type and Age



3. Over the past few months, the number of accounts requiring their usage to be estimated (due to RF failure) has risen at a rate that exceeds historical norms, see monthly comparison in Table 3-1 . We can attribute this to the age of the RF transmitters which were never expected to last this long and are now failing at a rapid pace. Table 3-2 illustrates the failure percentage by transmitter type over the four months compared, and as expected, the oldest transmitters account for the highest rate of failure.

Table 3-1 Accounts Requiring Estimated Bills

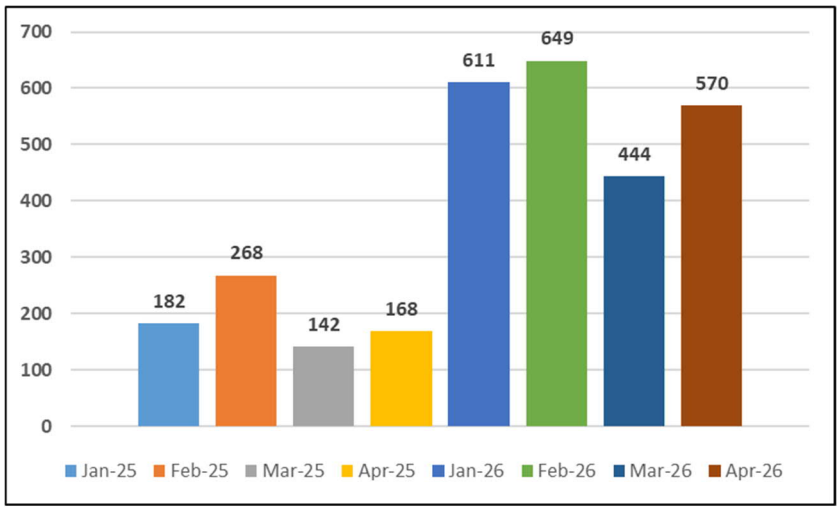
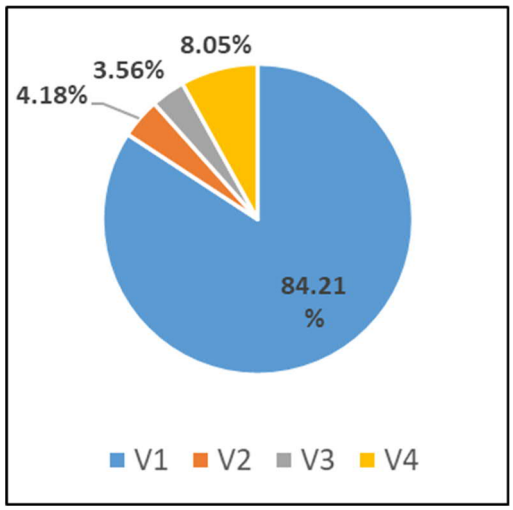


Table 3-2 % Failure by RF type



4. The impacts of deferred maintenance and capital reinvestment are placing an operational strain on existing staff, delaying service response times, and elevating the risk of billing inaccuracies and customer dissatisfaction.

5. Additionally, WRD is in the process of modernizing meter reading for the City of Burlington with implementation of smart metering ready hardware. Currently, meters throughout the City are read once a month and due to limitations of outdated meters, most readings can only be transmitted in 100 or 1000 cubic foot increments to WRD. These outdated meters represent 56% of the meters in service today. This means there is a lack of granularity in the usage data, and a lag in account holders hearing about high water usage due to persistent leaks or changes in household composition. Smart metering ready meter systems include meters that can transmit usage in real time and down to one hundredth of a cubic foot. Together with the fixed network receivers that are being implemented this year across the City and the new customer portal, these modern meters will mean that customers will be able to interact with their meter data in new ways including leak detection and other usage alerts and being able to easily pinpoint, on their own, when higher usage may have occurred.

In our June 2024 personnel reorganization memo[1] we provided detailed background regarding the staff resourcing challenges faced by the Water Resources division. In the FY25 budget presentation[2] we summarized these challenges into 5 themes of action:

1. Incentivize staffing excellence
2. Pay commensurate with responsibility
3. Plan for organizational succession
4. Increase operational efficiencies
5. Increase/support division level leadership bandwidth

The changes described below and requested in this memo support improvements across all of these themes. The current and proposed organizational chart is provided as Attachment A and the new job descriptions are provided

[1] https://burlingtonvt.portal.civicclerk.com/event/7005/files/attachment/4998
[2] https://bit.ly/WRFY25Budget

in Attachment B. All positions were graded by the Human Resources Department and approved by AFSCME leadership.

SUMMARY OF ORGANIZATIONAL CHANGES

Upward tiering of Water Meter Field Technician position (Water Meter Field Technician In Training/I/II)
Action Areas: incentivize staffing excellence; pay commensurate with responsibility; plan for organizational succession

The Water Meter Field Technicians are the first line of defense in protecting the meter to cash cycle, and they also act as a direct liaison between WRD and customers. They accumulate a wealth of institutional knowledge and play a critical role in ensuring the success of our water metering systems.

Fundamentally, tiering is about more than additional responsibility and pay; it signals that WRD supports and promotes the growth of our employees. It creates a defined career progression path which improves employee retention and morale. It also sets clear performance expectations and encourages skill development. Three level tiering also improves our ability to recruit potentially non-traditional new employees by providing an entry level where on the job training is the intention instead of requiring established technical skills at time of hire. Please see the progression matrix included in Attachment C.

The current Water Meter Field Technician is graded at AFSCME Grade 15. The Human Resources (HR) Grading Committee graded the Water Meter Field Technician in Training as AFSCME Grade 14 and the Water Meter Field Technician II as AFSCME Grade 16. AFSCME is supportive of this tiering.

As has been the practice with most previous tiering, an employee who meets the experience and proficiency requirements of a tier with a higher pay grade than that which they are currently at the time of tiering in will be placed at the higher tier and given a documented period of time to complete any additional certifications or specific training courses. Future tiering placement will require employees to meet the entirety of the tiered position description.

Reclassification of one (1) vacant Meter to Cash Analyst I/II position to a Water Meter Field Technician IT/I/II (tiered) position
Action Areas: increase operational efficiencies

In 2025, we created two Meter to Cash Analyst positions as part of the redesign of our Customer Care and Billing workgroups. This was done to provide dedicated resources for the critical QA/QC work of meter exceptions, investigating meter and billing anomalies, and to allow Customer Care to better focus on revenue collections and customer initiatives. This redesign has been successful with notable improvements in identifying stopped meters earlier and more frequent outreach to customers about resolving meter problems.

One of the Meter to Cash Analyst positions has been vacant since November 2025. While it is possible this position may need to be brought back in the future, the volume of work is currently being handled adequately by the remaining Analyst. As such, we believe this FTE would best be repurposed into another Water Meter Field Technician role.

As described above, our Metering Services workgroup does not have sufficient numbers to handle the volume of site visits required for the current and anticipated levels of RF transmitter failure. Nor will we be able to mount a

more robust meter replacement program without additional staffing. This is critical from a revenue assurance standpoint, and the newer water meters also provide more useful data to us and customers about their usage. The repurposing of the vacant Meter to Cash Analyst position to create the addition of another Water Meter Field Technician FTE is a proactive investment that will allow us to improve the timely replacement and maintenance of our failing infrastructure while building a sustainable framework for the future.

The Meter to Cash Analyst I/II is graded at AFSCME Grade 16/17. The Human Resources (HR) Grading Committee graded the Water Meter Field Technician in Training as AFSCME Grade 14 and the Water Meter Field Technician II as AFSCME Grade 16. The repurposing of the AFSCME Meter to Cash Analyst role into a different AFSCME FTE was discussed with AFSCME and they are supportive.

Reclassification of the Water Meter Working Foreperson to Metering Operations Lead
Action Areas: pay commensurate with responsibility; increase/support division level leadership bandwidth; succession planning

The changes proposed as part of the Metering Services reorganization and expansion necessitated a reclassification of this position. The Metering Operations Lead will continue to perform all responsibilities of the meter technicians and direct the crew's work efforts similar to other working foreperson roles in the City, but the job description now reflects a higher level of focus on personnel and meter to cash leadership functions. On the personnel side, the Metering Operations Lead will be responsible for supporting the growth, performance and productivity of employees through positive and corrective performance feedback, tracking team proficiencies and ensuring progress towards growth benchmarks. This is designed to enhance the meter field crew's performance in the tiered environment and further reduce the day to day oversight needed from management, freeing up management resources to support other initiatives. In addition, this position will be responsible for ensuring the success of meter compliance and enforcement functions, serve as a technical and sizing review lead, and will now provide leadership on several meter to cash investigative functions. It also provides long-term succession planning by offering a personnel leadership opportunity within the AFSCME membership.

The changes to this position will allow the Director of Finance and Administration to focus on long term planning initiatives for the success of the workgroup and assist the Division Director with addressing and advancing some of the higher level needs of the organization.

The current Water Meter Working Foreperson is graded at AFSCME Grade 16. The Human Resources (HR) Grading Committee graded the Metering Operations Lead as AFSCME Grade 19. AFSCME is supportive of this reclassification.

BUDGET IMPACT
The City's Human Resources Department has reviewed the position descriptions and determined the recommended pay scale for these positions. The salary impacts were calculated using the FY26 pay-scales. There are sufficient vacancy savings from the Meter to Cash Analyst position to cover the potential small increase in wage expenses due to this change.

Position	Current Grade	Proposed Grade	Salary Impact[1]
Upward tiering of one (1) Meter Technician to Meter Technician II	AFSCME Grade 15	AFSCME Grade 16	$3,773
Reclassification of Meter Working Foreperson to Metering Operations Lead	AFSCME Grade 16	AFSCME Grade 19	$7,428
Transfer of one (1) vacant Meter to Cash Analyst I/II FTE to Meter Technician (In-Training, I/II)	AFSCME Grade 16/17	AFSCME, Grade 14/15/16	($4,265)

Notes

1) Unless otherwise noted, reclassifications use 5% minimum rule from Article 9.2d of the AFSCME contract
2) For repurposing of tiered Meter to Cash FTE to tiered Meter Technician position, used Step 7 of Grade 16 (Meter to Cash I) compared to Step 7 of Grade 15 (Meter Technician I), based on potential grade and step placements for new hires. Cost savings could be more if a new hire is hired as a Tech in Training).

Motions

Board of Finance Motion:

1. To recommend that the City Council approve the:
   - Reclassificationof the Water Meter Field Technician, a Regular, Full-time, Non- Exempt, AFSCME, Grade 15 position to the tiered Water Meter Field Technician In Training/I/II as follows:
     - Water Meter Field Technician In Training, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14, the first of three tiers for this position; and,
     - Water Meter Field Technician I, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15, the second of three tiers for this position; and,
     - Water Meter Field Technician II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, the third of three tiers for this position.
   - Reclassification and retitling of one Meter to Cash Analyst I/II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16/17 position to the tiered Water Meter Field Technician In Training/I/II as follows:
     - Water Meter Field Technician In Training, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14, the first of three tiers for this position; and,
     - Water Meter Field Technician I, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15, the second of three tiers for this position; and,
     - Water Meter Field Technician II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, the third of three tiers for this position.
   - Reclassification and retitling of the Water Meter Working Foreperson, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16 position to the Metering Operations Lead, a Regular, Full-time, Non-Exempt, AFSCME, Grade 19 position.

City Council Motion:

1. To approve the:
   - Reclassification of the Water Meter Field Technician, a Regular, Full-time, Non- Exempt, AFSCME, Grade 15 position to the tiered Water Meter Field Technician In Training/I/II as follows:
     - Water Meter Field Technician In Training, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14, the first of three tiers for this position; and,
     - Water Meter Field Technician I, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15, the second of three tiers for this position; and,

    - Water Meter Field Technician II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, the third of three tiers for this position.
- Reclassification and retitling of one Meter to Cash Analyst I/II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16/17 position to the tiered Water Meter Field Technician In Training/I/II as follows:
    - Water Meter Field Technician In Training, a Regular, Full-time, Non-Exempt, AFSCME, Grade 14, the first of three tiers for this position; and,
    - Water Meter Field Technician I, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15, the second of three tiers for this position; and,
    - Water Meter Field Technician II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16, the third of three tiers for this position.
- Reclassification and retitling of the Water Meter Working Foreperson, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16 position to the Metering Operations Lead, a Regular, Full-time, Non-Exempt, AFSCME, Grade 19 position.

Attachments:

A. Current and Proposed Water Resources Division Organizational Chart
B. Job Descriptions
C. Meter Operations Progression Matrix

Department of Public Works
Water Resources Division
City of Burlington
March 2026

Attachment A

Megan Moir
Division Director
Water Resources
Mkt Factor

Eleanore Walker
Water Policy and Program Advisor
Grade 21

Matt Dow
Director of Wastewater Facilities
NU Grade 24

Nathan Lavallee
Wastewater Treatment Manager
NU Grade 22

- Cale Whitcomb — Senior Plant Operator — Grade 19
- Hannah Yates — Plant Operator I/II — Grade 17/18
- Robert Knaus — Plant Operator I/II — Grade 17/18
- Emma Rosenau — Plant Operator I/II — Grade 17/18
- Alec Eichrodt — Plant Operator I/II — Grade 17/18

Main Plant and Biosolids Operators

- Steve Groelinger — Senior Plant Operator — Grade 19
- Larry Hammond — Plant Operator I/II — Grade 17/18
- Travis Millette — Plant Operator I/II — Grade 17/18

North, East Plants

- VACANT — Operator/ Mechanic Assistant — Grade 15/16

Nathan Lavery
Collection System Maintenance Manager
NU Grade 20

- Ian Sasso — Senior Collection System Operator — Grade 17
- Nate Godfrey — Collection System Operator I/II — Grade 15/16
- Terry E Goodrich — Lead Pump Station Operator — Grade 18
- Chris Harinsky — Collection System Operator I/II — Grade 15/16
- VACANT — Pump Station Operator — Grade 17

Collection System Maintenance

- John Malcovsky — Senior Plant Mechanic-Wastewater — Grade 19
- Gary Hayden — Plant Mechanic — Grade 17
- Ryan Buckley (soon to be VACANT) — Plant Mechanic — Grade 17

Wastewater Plant Mechanics

Kate Komoroski
Director of Drinking Water Production
NU Grade 24

Dave Booska
Drinking Water Production Manager
NU Grade 22

- Brian Blow — Senior Plant Mechanic-Water — Grade 19
- Richard Benjamin — Plant Operator — Grade 17
- Peter Arnold — Plant Mechanic — Grade 17
- Robert Barclay — Plant Operator — Grade 17
- Wyatt Shaw — Plant Mechanic — Grade 17
- Bruce Campbell — Plant Operator — Grade 17
- Justin Vaughn — Plant Mechanic — Grade 17
- Colin DeBernardo — Plant Operator — Grade 17
- Tyler Booska — Plant Operator — Grade 17

Drinking Water Production and Storage

Rocky Vogler
Director of Engineering and Operations
NU Grade 25

Martin Lee
Engineering Manager
NU Grade 23

- Emily Piersak — Water Resources Infrastructure Asset Manager — NU Grade 20
- Ashley Walenty — Public Works Engineer - Water Resources — NU Grade 21
- Robert Watt — Water Resources GIS & Field Specialist — Grade 18
- Mary Bourque — Public Works Engineer - Water Resources — NU Grade 21
- Willie Glen — Utilities Inspector — Grade 19
- Monika Ingalls — Public Works Engineer - Water Resources — NU Grade 21

Engineering and Asset Management

Seth Kuchenbecker
Stormwater Program Manager
NU Grade 21

- Amelia McClure — Stormwater Field Specialist — Grade 18

Stormwater

VACANT
Water Distribution Field Manager
NU Grade 20

- Trevor Bosman — Distribution Working Foreperson — Grade 17
- James Berlinghoff — Distribution Working Foreperson — Grade 17
- VACANT — Distribution Field Technician — Grade 15
- Bobby Byrne — Distribution Field Technician — Grade 15
- Jay-r Phillips — Distribution Field Technician — Grade 15
- VACANT — Distribution Field Technician — Grade 15
- Igor Melnik — Distribution Field Technician — Grade 15
- Robert McKitty — Distribution Field Technician — Grade 15
- Christopher Brault — Distribution Field Technician — Grade 15
- Kobe Mazza — Distribution Field Technician — Grade 15

Water Distribution Field Services

Jessica Lavalette
Director of Finance and Administration
NU Grade 24

- David Codling — Meter Working Foreman — Grade 16
- Kiley Southwell — Meter Field Technician — Grade 15
- Tyler Dixon — Meter Field Technician — Grade 15

Meter Field Services

Maja Kazimieruk
Utility Billing and Customer Care
NU Grade 20

- VACANT — Meter to Cash Analyst I/II — Grade 16/17
- Christina Nichols — Customer Care Associate — Grade 14
- Stephanie Shohet — Meter to Cash Analyst I/II — Grade 16/17
- Maghon Lumon — Customer Care Associate — Grade 14

Utility Billing and Customer Care

- Laurie Lavallee — Sr. Financial and Administrative Analyst — NU Grade 19

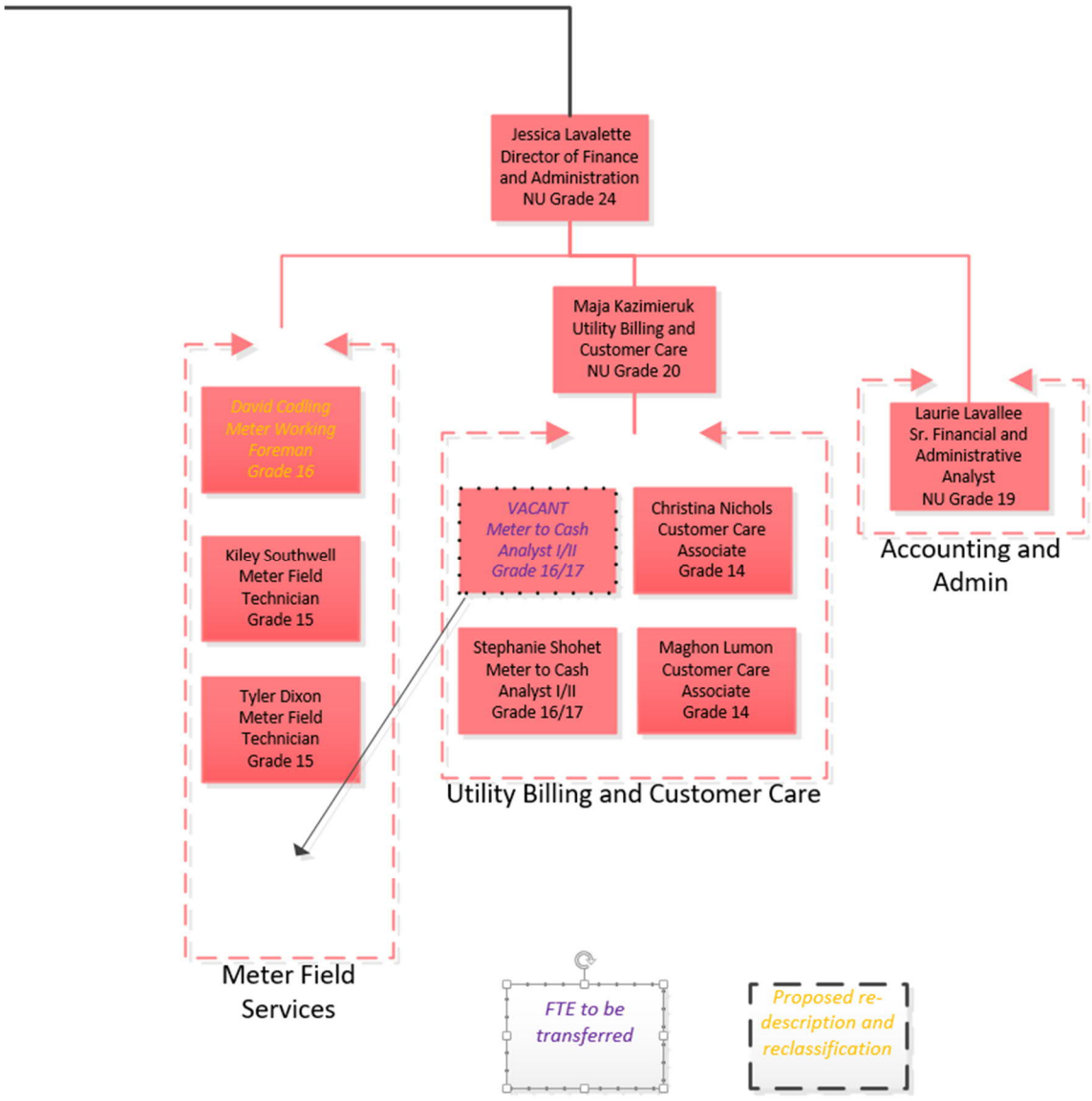
Accounting and Admin

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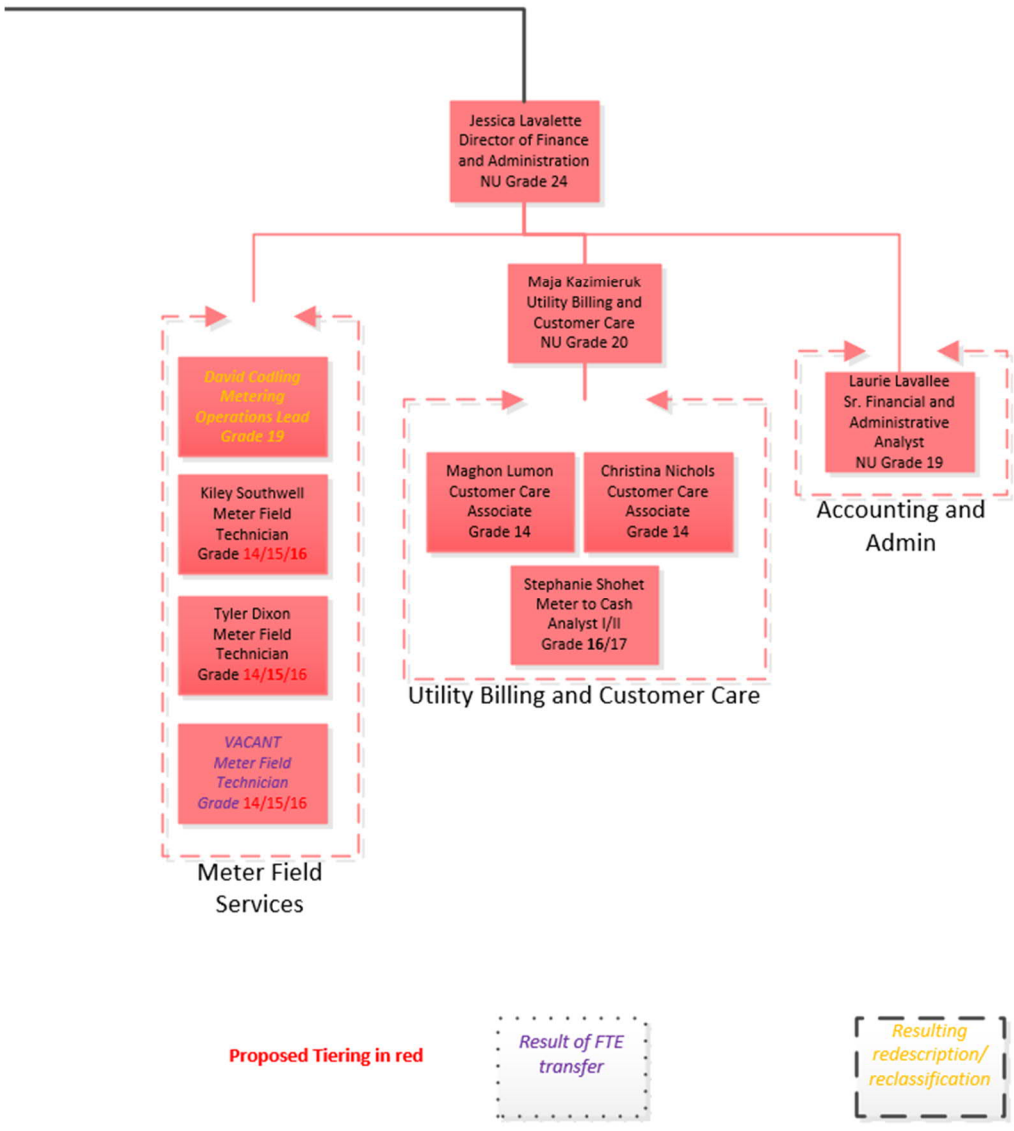
WORKGROUP FUNCTION KEY

- Wastewater and Stormwater Collections
- Wastewater
- Drinking Water
- One Water (Drinking Water, Wastewater, Stormwater)
- Stormwater
- Billing Customer Care Finance

Current Workgroup Org Chart (Annotated)



Proposed Workgroup Org Chart (Annotated)



City of Burlington
Job Description

Position Title: Water Meter Field Technician In Training

Department: Department of Public Works

Reports to: Metering Operations Supervisor/Director of Finance and Administration

Pay Grade: 14 **Job Code:** TBD

Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

Remote Work Rating Tier: 1

General Purpose: The Water Meter Field Technician In Training is responsible for learning methods and procedures to perform all field based meter management functions to ensure accurate billing of residential and commercial accounts. This includes developing the skills and knowledge necessary to successfully execute meter reading, meter installation, maintenance and repair, and interior service line assessment and modifications. This position travels to customer locations and acts as direct liaison between Water Resources and residents regarding water metering systems, and is responsible for providing courteous and accurate service in an effort to create an exceptional customer experience. In addition, this position assists with locating and marking underground water utility infrastructure.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

Meter Reading Functions

- Learns to obtain readings for all water meters according to predetermined schedule.
- Assists with utilizing both Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) data collectors including fixed network gateways, vehicle mounted mobile unit, handheld RF device and/or belt clip transceiver.
- Assists with analyzing meter reading routes to achieve optimization for data collection.
- Assists with performing meter reading verifications related to exception reporting or property transfers.
- Assists with obtaining and sending data logs to Customer Care & Billing upon request.

Installation, Maintenance & Repair Functions

- Receives daily work schedule from supervisor, prepares vehicle with required equipment, tools, materials & supplies as needed, completes tasks according to schedule.
- Learns and performs maintenance, replacement and repairs on residential and commercial water meters 1" or smaller according to departmental policy and American Water Works Association (AWWA) standards.
- Assists with installations, maintenance, replacement and repairs on residential and commercial water meters 1.5" or larger according to departmental policy and AWWA standards.

- Connects meter interface units (endpoints) to meter registers according to wire color and ensures they are activated.
- Assists with gate and ball valve replacements on all service lines material types including ductile iron, galvanized, copper and plastic.
- Observes how to alter incoming water services to accommodate manifold for approved irrigation or secondary meters according to departmental policy and AWWA standards.
- Learns and performs water off and on at curb stop for both domestic and fire services as requested.
- Learns how to remove water meters 1" or smaller and performs removals as requested.
- Assists with removing water meters 1.5" or larger as requested.
- Learns methods and procedures for inspecting area upstream and downstream of the water meter for unusual configurations, defects, leaks, suspicious conditions or violations of departmental policy including unauthorized connections.
- Learns how to test water meters according to AWWA standards.
- Disassembles water meters for proper disposal.
- Assists with installing water meters on hydrants for dust abatement or construction according to departmental policy.
- Learns how to document meter and endpoint installations and/or replacements accurately and completely.
- Learns how to complete electronic order forms for all billable work accurately and completely.

Customer Service & Troubleshooting Functions

- Assists with completing daily customer visits according to schedule for meter installation, replacements, abnormal consumption readings, noisy meters, low water pressure or other meter and service functionality concerns.
- Explains the operation and measurement elements of meters to customer while in the field and reports any questions that require additional follow up to Customer Care.
- Evaluates valves and service line material during appointments and recommends replacement in accordance with departmental policy.
- Delivers service termination notices and assists with performing disconnections and restorations as requested by Customer Care Associates in accordance with City Ordinance.
- Notifies Customer Care Associates and supervisor about any missing curb boxes or those requiring extensive excavation encountered during service terminations.
- Maintains a high level of professionalism and works to establish a positive rapport with each customer when communicating by phone, email or in person.

Utility Locating Functions

- Assists with completing all regular and emergency Dig Safe ticket requests within required deadlines according to State Law.
- Learns how to use a variety of technology including Electromagnetic, Magnetic and Dowsing to locate water mains, services, and valves.
- Becomes familiar with using Geographical Information Systems (GIS), paper and digitized maps to confirm locations as needed.
- Once trained, performs simple utility locates without assistance and marks locations with spray paint, flags and other materials as needed. Performs emergency digsafe functions with guidance.

- Collects GPS coordinates to ensure accurate mapping.
- Performs light excavation with shovel or metal probe to expose buried curb boxes.
- Notifies ticket originator when marks do not have a high degree of certainty, and recommends hand excavation for those areas.
- Determines efficient travel route to and from each locate.

General Functions

- Responsible for providing on call response to emergencies for suspected water leaks, main breaks, building fires, water leaks upstream of the meter, frozen meters, or service restoration for non-payment as directed by on call schedule. Access and clean out curb boxes and gate valve boxes for system isolation as necessary.
- Maintains assigned vehicle and equipment in proper working order.
- Ability to work independently in the absence of onsite supervision while performing essential duties.
- Complies with all departmental safety policies, protocols and procedures and OSHA regulations, including but not limited to ensuring a safe work area, wearing appropriate Personal Protective Equipment, and stopping work if there is any question of safety.
- Attends safety and professional development trainings as required.
- Plows City streets and sidewalks with the street division in accordance with the provisions of the Union contract.
- Provides on-call coverage as assigned including nights, weekends and holidays once deemed proficient in on-call duties.
- May be required to assist the Distribution Field Crew with routine distribution work as necessary as assigned.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High School Diploma or equivalent required.
- One (1) year previous experience in metering, plumbing, underground water or other underground construction is preferred.
- Ability to obtain Vermont State Operator Classification, Class D certification within one (1) year of date of hire is required.
- Possession of a Commercial Driver's License Class B at time of application is preferred. Candidates without a CDL B are required to obtain it within one (1) year of date of hire.
- Ability to be proficient in the maintenance, replacement and repair of residential meters up to 1" within 6 months required.
- Ability to be proficient with on-call duties within 9 months.
- Working knowledge of domestic plumbing, water meters and water distribution systems is preferred.
- Knowledge about and ability to operate power and hand tools related to metering and water distribution preferred.
- Training in construction equipment and tool use and their related safety practices preferred.
- Ability to learn, understand and explain basic technical/engineering concepts related to water meter technology, repair and replacement and water distribution system asset location, principles of water pressure and hydraulics.

- Ability to learn how to read and understand blue prints to ensure proper installation of meters and to identify and locate water shut offs and lines.
-
- Ability to use computers, smart phones, iPads, email and the internet effectively is required.
- Ability to respond to emergencies in a calm, professional manner.
- Ability to lift up to 60 pounds chest high, frequency 2-3 times daily on average.
- Ability to complete work projects in a timely manner to avoid extensive interruption of service for water users.
- Ability to learn how to safely operate vacuum unit, blow wand, dump truck, sidewalk plows, Power Tools, Manual Hand Tools, Mechanical Hand tools, and other related equipment
- Ability to climb ladders in and out of trench excavations.
- Ability to work in confined spaces and in moving traffic areas required.
- Ability to work in all weather conditions required.
- Ability to work after-hours, nights, weekends and on call as required.
- Ability to operate wheeled and tracked snow plow equipment on City streets and sidewalks to plow, remove snow and ice, salt and sand.
- Flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned required
- Ability to create and maintain an environment that appropriately embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Ability to work effectively and in a professional manner with crew members and leaders, other divisions and the general public.
- Ability to learn and maintain VOSHA safety rules and regulations as they pertain to the Department of Public Works.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular and timely attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies and Chapter 31 of the City ordinance.

Physical & Mental/Reasoning Requirements; Work Environment:
These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 60 pounds)
x	hearing/listening	x	carrying (specify 60 pounds)
x	clear speech	x	climbing

x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
	reading – complex	x	shift work
x	math skills – basic	x	moving objects
	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: ___0__ Indirectly Supervises: __0___

Disclaimer:
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created/Tiered April 2026.

City of Burlington
Job Description

Position Title: Water Meter Field Technician I

Department: Department of Public Works

Reports to: Metering Operations Lead/Director of Finance and Administration

Pay Grade: 15 **Job Code:** 428

Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

Remote Work Rating Tier: 1

General Purpose: The Water Meter Field Technician I is responsible for executing all field based meter management functions to ensure accurate billing of residential and commercial accounts. This includes meter reading, meter installation, maintenance and repair, and interior service line assessment and modifications. This position travels to customer locations and acts as direct liaison between Water Resources and residents regarding water metering systems, and is responsible for providing courteous and accurate service in an effort to create an exceptional customer experience. In addition, this position is responsible for locating and marking underground water utility infrastructure.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

Meter Reading Functions

- Obtains readings for all water meters according to predetermined schedule.
- Utilizes both Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) data collectors including fixed network gateways, vehicle mounted mobile unit, handheld RF device and/or belt clip transceiver.
- Analyzes meter reading routes to achieve optimization for data collection.
- Completes file imports and exports in the Meter Data Management System (MDMS) and notifies supervisor of any irregularities.
- Reviews meter reading exception reports from MDMS for transmission failures and enters the appropriate failure codes.
- Responsible for performing meter reading verifications related to exception reporting or property transfers.
- Responsible for obtaining and sending data logs to Customer Care & Billing upon request.

Installation, Maintenance & Repair Functions

- Receives daily work schedule from supervisor, prepares vehicle with required equipment, tools, materials & supplies as needed, completes tasks according to schedule.
- Performs new installations, maintenance, replacements and repairs on residential and

commercial water meters 1" or smaller according to departmental policy and American Water Works Association (AWWA) standards.
- Performs installation, maintenance, replacement and repairs on residential and commercial water meters 1.5" or larger according to departmental policy and AWWA standards with assistance as needed.
- Connects meter interface units (endpoints) to meter registers according to wire color and ensures they are activated.
- Performs gate and ball valve replacements on all service lines material types including ductile iron, galvanized, copper and plastic.
- Assists with altering incoming water services to accommodate manifold for approved irrigation or secondary meters according to departmental policy and AWWA standards.
- Turns water off and on at curb stop for both domestic and fire services as requested.
- Removes water meters of all sizes as requested.
- Inspects area upstream and downstream of the water meter for unusual configurations, defects, leaks, suspicious conditions or violations of departmental policy including unauthorized connections and reports observations to supervisor.
- Responsible for testing of all water meters according to AWWA standards.
- Disassembles water meters for proper disposal.
- Installs water meters on hydrants for dust abatement or construction according to departmental policy.
- Completes electronic assessment forms for all meter and endpoint installations and/or replacements accurately and completely.
- Completes electronic order forms for all billable work accurately and completely.

Customer Service & Troubleshooting Functions
- Completes daily customer visits according to schedule for meter installation, replacements, abnormal consumption readings, noisy meters, low water pressure or other meter and service functionality concerns.
- Explains the operation and measurement elements of meters to customer while in the field, and reports any questions that require additional follow up to Customer Care.
- Evaluates valves and service line material during appointments and recommends replacement in accordance with departmental policy.
- Delivers service termination notices and performs disconnections and restorations as requested by Customer Care Associates in accordance with City Ordinance.
- Notifies Customer Care Associates and supervisor about any missing curb boxes or those requiring extensive excavation encountered during service terminations.
- Maintains a high level of professionalism and works to establish a positive rapport with each customer when communicating by phone, email or in person.

Utility Locating Functions
- Completes all regular and emergency Dig Safe ticket requests within required deadlines according to State Law.
- Locates water mains, services and valves using Magnetic and Dowsing technology without assistance.
- Locates water mains, services and valves using Electromagnetic (EM) technology with assistance as needed.
- Uses Geographical Information Systems (GIS), paper and digitized maps to confirm

locations as needed.
- Identifies and marks locations with spray paint, flags and other materials as needed.
- Collects GPS coordinates to ensure accurate mapping and notifies supervisor of any discrepancies with existing data.
- Performs light excavation with shovel or metal probe to expose buried curb boxes.
- Notifies ticket originator when marks do not have a high degree of certainty, and recommends hand excavation for those areas.
- Determines efficient travel route to and from each locate.

General Functions
- Responsible for providing on call response to emergencies for suspected water leaks, main breaks, building fires, water leaks upstream of the meter, frozen meters, or service restoration for non-payment as directed by on call schedule. Access and clean out curb boxes and gate valve boxes for system isolation as necessary.
- Reviews and coordinates collection of asset information for the various categories of infrastructure through the use of applicable technology.
- Maintains assigned vehicle and equipment in proper working order.
- Ability to work independently in the absence of onsite supervision while performing essential duties.
- Complies with all departmental safety policies, protocols and procedures and OSHA regulations, including but not limited to ensuring a safe work area, wearing appropriate Personal Protective Equipment, and stopping work if there is any question of safety.
- Attend safety and professional development trainings as required.
- Represents Water Resources at community events to promote departmental initiatives and programs.
- Plows City streets and sidewalks with the street division in accordance with the provisions of the Union contract.
- Provides on-call coverage as assigned including nights, weekends and holidays.
- May be required to assist the Distribution Field Crew with routine distribution work as necessary and assigned by Metering Operations Supervisor.
- Provides guidance to and assists with training of Meter Technician In Training as assigned.

Non-Essential Job Functions:
- Performs other duties as required.

Qualifications/Basic Job Requirements:
- High School Diploma or equivalent required.
- One (1) year previous experience in metering, plumbing, underground water or other underground construction required.
- Vermont State Operator Classification, Class D or equivalent required.
- Commercial Driver's License Class B required.
- Proficiency with underground locating equipment is required and demonstrated by completion of supervisor approved utility locating training.
- Demonstrated ability to learn, understand and explain intermediate technical/engineering concepts as related to water meter technology and installation is required.
- Demonstrated ability to learn, understand and explain the water distribution system,

connectors, including but not limited to locating underground service lines such as gas and power supply, principles of water pressure and hydraulic engineering is required.

- Ability to read and understand blue prints to identify and locate water shut-offs, and water lines required.
- Ability to use computers, smart phones, iPads, email and the internet effectively is required.
- Knowledge about and ability to operate power and hand tools related to metering and water distribution required.
- Training in construction equipment and tool use and their related safety practices required.
- Ability to determine and demonstrate appropriate methods, procedures and techniques for tasks assigned.
- Ability to respond to emergencies in a calm, professional manner.
- Ability to lift up to 60 pounds chest high, frequency 2-3 times daily on average.
- Ability to complete work projects in a timely manner to avoid extensive interruption of service for water users.
- Ability to safely operate vacuum unit, blow wand, dump truck, , sidewalk plows, Power Tools, Manual Hand Tools ,Mechanical Hand tools, and other related equipment
- Ability to climb ladders in and out of trench excavations.
- Ability to work in confined spaces and in moving traffic areas required.
- Ability to work in all weather conditions required.
- Ability to work after-hours, nights, weekends and on call as required.
- Ability to operate wheeled and tracked snow plow equipment on City streets and sidewalks to plow, remove snow and ice, salt and sand.
- Flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned required
- Ability to create and maintain an environment that appropriately embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Ability to work effectively and in a professional manner with crew members and leaders, other divisions and the general public.
- Ability to learn and maintain VOSHA safety rules and regulations as they pertain to the Department of Public Works.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular and timely attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies and Chapter 31 of the City ordinance.

Physical & Mental/Reasoning Requirements; Work Environment:
These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 60 pounds)
x	hearing/listening	x	carrying (specify 60 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
	reading – complex	x	shift work
x	math skills – basic	x	moving objects
	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: ___0__ Indirectly Supervises: __0___

Disclaimer:
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

Created October 2015. Revised March 2019. Tiered April 2026.

City of Burlington
Job Description

Position Title: Water Meter Field Technician II

Department: Department of Public Works

Reports to: Metering Operations Lead/Director of Finance and Administration

Pay Grade: 16 **Job Code:** TBD

Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

Remote Work Rating Tier: 1

General Purpose: The Water Meter Field Technician II is responsible for advanced execution of all field based meter management functions to ensure accurate billing of residential and commercial accounts. This includes meter reading, meter installation, maintenance and repair, and interior service line assessment and modifications and advanced meter troubleshooting. This position travels to customer locations and acts as direct liaison between Water Resources and residents regarding water metering systems, and is responsible for providing courteous and accurate service in an effort to create an exceptional customer experience. In addition, this position is responsible for advanced locating and marking underground water utility infrastructure.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

Meter Reading Functions

- Obtains readings for all water meters according to predetermined schedule.
- Utilizes both Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) data collectors including fixed network gateways, vehicle mounted mobile unit, handheld RF device and/or belt clip transceiver.
- Analyzes meter reading routes to achieve optimization for data collection.
- Completes file imports and exports in the Meter Data Management System (MDMS) and notifies supervisor of any irregularities.
- Reviews meter reading exception reports from MDMS for transmission failures and enters the appropriate failure codes.
- Responsible for performing meter reading verifications related to exception reporting or property transfers.
- Responsible for obtaining and sending data logs to Customer Care & Billing upon request.

Installation, Maintenance & Repair Functions

- Receives daily work schedule from supervisor, prepares vehicle with required equipment, tools, materials & supplies as needed and completes tasks according to schedule.

- Performs new installations, maintenance, replacements and repairs on residential and commercial water meters of all sizes and complexities according to departmental policy and American Water Works Association (AWWA) standards.
- Connects meter interface units (endpoints) to meter registers according to wire color and ensures they are activated.
- Performs gate and ball valve replacements on all service lines material types including ductile iron, galvanized, copper and plastic.
- Responsible for altering incoming water services to accommodate manifold for approved irrigation or secondary meters according to departmental policy and AWWA standards.
- Turns water off and on at curb stop for both domestic and fire services as requested.
- Removes water meters of all sizes as requested.
- Inspects area upstream and downstream of the water meter for unusual configurations, defects, leaks, suspicious conditions or violations of departmental policy including unauthorized connections. Identifies the necessary corrections, leads meter related resolutions and follows up with other City departments as needed.
- Responsible for testing of all water meters according to AWWA standards.
- Disassembles water meters for proper disposal.
- Installs water meters on hydrants for dust abatement or construction according to departmental policy.
- Completes electronic assessment forms for all meter and endpoint installations and/or replacements accurately and completely.
- Completes electronic order forms for all billable work accurately and completely.
- Participates in the technical review of engineering and mechanical plans related to new or changing meter connections.

Customer Service & Troubleshooting Functions

- Completes daily customer visits according to schedule for meter installation, replacements, abnormal consumption readings, noisy meters, low water pressure or other meter and service functionality concerns.
- Explains the operation and measurement elements of meters to customer while in the field, and reports any questions that require additional follow up to Customer Care.
- Evaluates valves and service line material during appointments and recommends replacement in accordance with departmental policy.
- Delivers service termination notices and performs disconnections and restorations as requested by Customer Care Associates in accordance with City Ordinance.
- Notifies Customer Care Associates and supervisor about any missing curb boxes or those requiring extensive excavation encountered during service terminations.
- Maintains a high level of professionalism and works to establish a positive rapport with each customer when communicating by phone, email or in person.

Utility Locating Functions

- Completes all regular and emergency Dig Safe ticket requests within required deadlines according to State Law.
- Locates water mains, services and valves using Electromagnetic, Magnetic and Dowsing technologies without assistance.
- Uses Geographical Information Systems (GIS), paper and digitized maps to confirm locations as needed.

- Identifies and marks locations with spray paint, flags and other materials as needed.
- Collects GPS coordinates to ensure accurate mapping and assists supervisor in resolving any discrepancies with the GIS & Field Specialist.
- Performs light excavation with shovel or metal probe to expose buried curb boxes.
- Notifies ticket originator when marks do not have a high degree of certainty, and recommends hand excavation for those areas.
- Determines efficient travel route to and from each locate.

General Functions

- Responsible for providing on call response to emergencies for suspected water leaks, main breaks, building fires, water leaks upstream of the meter, frozen meters, or service restoration for non-payment as directed by on call schedule. Access and clean out curb boxes and gate valve boxes for system isolation as necessary.
- Reviews and coordinates collection of asset information for the various categories of infrastructure through the use of applicable technology.
- Maintains assigned vehicle and equipment in proper working order.
- Ability to work independently in the absence of onsite supervision while performing essential duties.
- Complies with all departmental safety policies, protocols and procedures and OSHA regulations, including but not limited to ensuring a safe work area, wearing appropriate Personal Protective Equipment, and stopping work if there is any question of safety.
- Attends leadership, technical or other professional training to support performance of duties as recommended by management.
- Attends safety and professional development trainings as required.
- Represents Water Resources at community events to promote departmental initiatives and programs.
- Plows City streets and sidewalks with the street division in accordance with the provisions of the Union contract.
- Provides on-call coverage as assigned including nights, weekends and holidays.
- May be required to assist the Distribution Field Crew with routine distribution work as necessary as assigned.
- Provides guidance to and assists with training of Meter Technician In Training and Meter Technician I as assigned.
- Serves as team lead in absence of supervisor.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High School Diploma or equivalent required.
- Minimum of three (3) years previous experience in water meter reading, installation and maintenance required.
- Vermont State Operator Classification, Class D or equivalent required.
- Commercial Driver's License Class B required.
- Documented completion of sixteen (16) hours of meter focused training as approved by management required.
- Minimum of three (3) years previous experience with underground locating and a

minimum of one (1) year experience with advanced and complex underground locating is required.

- Documented completion of a management approved course in underground location required.
- Completion of OSHA 10 required.
- Documented proficiency with the customer information system and meter data management system software as it relates to the review of meter performance and investigation of meter to cash anomalies.
- Documented knowledge of AMI meter technology required.
- Demonstrated ability to learn, understand and explain advanced technical/engineering concepts as related to water meter technology and installation is required.
- Demonstrated ability to learn, understand and explain the water distribution system, connectors, including but not limited to locating underground service lines such as gas and power supply, principles of water pressure and hydraulic engineering is required.
- Ability to read and understand blue prints to identify and locate water shut-offs, and water lines required.
- Ability to use computers, smart phones, iPads, email and the internet effectively is required.
- Knowledge about and ability to operate power and hand tools related to metering and water distribution required.
- Training in construction equipment and tool use and their related safety practices required.
- Ability to determine and demonstrate appropriate methods, procedures and techniques for tasks assigned.
- Ability to respond to emergencies in a calm, professional manner.
- Ability to lift up to 60 pounds chest high, frequency 2-3 times daily on average.
- Ability to complete work projects in a timely manner to avoid extensive interruption of service for water users.
- Ability to safely operate vacuum unit, blow wand, dump truck, sidewalk plows, Power Tools, Manual Hand Tools, Mechanical Hand Tools, and other related equipment
- Ability to climb ladders in and out of trench excavations.
- Ability to work in confined spaces and in moving traffic areas required.
- Ability to work in all weather conditions required.
- Ability to work after-hours, nights, weekends and on call as required.
- Ability to operate wheeled and tracked snow plow equipment on City streets and sidewalks to plow, remove snow and ice, salt and sand.
- Flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned required
- Ability to create and maintain an environment that appropriately embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Ability to work effectively and in a professional manner with crew members and leaders, other divisions and the general public.
- Ability to learn and maintain VOSHA safety rules and regulations as they pertain to the Department of Public Works.

- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular and timely attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies and Chapter 31 of the City ordinance.

Physical & Mental/Reasoning Requirements; Work Environment:
These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 60 pounds)
x	hearing/listening	x	carrying (specify 60 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
	reading – complex	x	shift work
x	math skills – basic	x	moving objects
	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: ___0__ Indirectly Supervises: __0___

Disclaimer:
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created/Tiered April 2026.

City of Burlington
Job Description

Position Title: Metering Operations Lead

Department: Department of Public Works

Reports to: Director of Finance & Administration

Pay Grade: 19 **Job Code:** TBD

Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

Remote Work Rating Tier: 1

General Purpose: The Metering Operations Supervisor is responsible for providing leadership, direction and technical expertise to the Meter Technicians and oversees all field based meter management functions to ensure accurate billing of residential and commercial accounts. This position ensures all new and changing meter connections are compliant with Chapter 26 and 31 of the Burlington Code of Ordinances, and meet the design standards for meter location, installation and access according to departmental and AWWA regulations. In addition, this position conducts specialty business operations for the meter to cash process using multiple software systems including Meter Data Management System (MDMS) and Customer Information System (CIS) to identify and investigate problematic meters and service connections. The Metering workgroup also performs underground utility marking for the public drinking water infrastructure as part of the Dig Safe program.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

Meter Technician Functions

- Performs all essential tasks of the Meter Field Technicians, as needed.

Leadership Functions

- Directly oversees the work of Meter Technician positions. This includes:
    - Planning, scheduling and directing the work of team members
    - Monitoring, documenting and coaching employee performance including, but not limited to, job duty proficiency and productivity and compliance with City safety requirements.
    - Identifies and schedules relevant training opportunities to enhance workgroup performance and fully realize staff potential.
    - Reviews leave requests for alignment with resource needs and weekly payroll for completeness and accuracy prior to final approval by management.

  - Assists in the hiring process including but not limited to screening, scheduling, interviewing and recommending applicants.
  - Schedules employees for on-call or scheduled call ins as necessary.
- Ensures all work is completed accurately, in compliance with departmental standards and on time, including but not limited to:
  - Reviews all meter assessments and work orders completed by subordinates and ensures they are accurate and complete.
  - Ensures that meter related See Click Fix requests are completed by the due date.
  - Participates in cross referencing all site visits to submitted forms to ensure all billable and non-billable work is documented.
  - Reviews Dig Safe tickets for accuracy and completeness.
- Completes required paperwork accurately, including but limited to confined space permits, on call rotations, first report of accident and all computer based asset tracking application.
- Reviews and coordinates collection of asset information for the various categories of infrastructure through the use of applicable technology.
- Evaluates the effectiveness of current meter and meter reading technology and makes recommendations for procurement.
- Coordinates with the Director of Finance and Administration and then leads the development of updates to the Standard Operating Procedures (SOPs) for Metering Services.
- Coordinates with the Director of Finance and Administration and then leads the development, implementation and maintenance of a meter replacement program.
- Collaborates with Utility Billing and Customer Care manager to improve the customer experience as it relates to meter services including but not limited to appointment scheduling methods, appointment reminders and customer surveys.
- Ensures meter, parts and tool asset inventory is appropriate, accurate and reorders as needed, including initiating purchase orders as necessary.
- Tracks meter program budget expense performance.
- Ensures meter vehicles are scheduled for and obtain routine maintenance.
- Reports and coordinates repair or replacement of non-functioning curb boxes with Distribution Manager.

Meter Compliance & Enforcement Functions

- Provides technical review of engineering and mechanical plans related to new or changing meter connections.
- Performs inspections of mechanical rooms to ensure compliance with contract plans, specifications, applicable codes and technical standards.
- Completes and maintains records of field observations for project review including areas inspected, corrections needed and relevant customer communications.
- Leads the administration of the meter sizing program by:
  - Obtaining the necessary information to size and select water meters;
  - Entering data into the sizing software;
  - Reviewing output and comparing results to normal operating range of meters;
  - Sending recommended meter type, model and size to Director of Finance &

Administration for final approval; and
    - Communicating results to stakeholders and outlining next steps for installation.
- Collaborates with Water Resources Engineers to update and maintain water meter standards of design and installation in accordance with municipal, state and federal regulations.
- Follows up on reports of unauthorized meter connections, unusual configurations, defects, leaks, suspicious conditions and coordinates with Utility Inspector as needed.

Meter to Cash Functions

- Participates in monitoring, troubleshooting, and resolving exceptions related to meter communications, billing reads, usage events and exceptions in the MDMS and CIS.
- Assists with the execution, validation, edits and estimations of collected meter data prior to billing and takes action to investigate and reconcile any data gaps when necessary.
- Collaborates with the Meter to Cash Analyst to identify problematic meter and service connections with billing implications.
- Responsible for leading any needed field investigations to resolve problematic meter and service connections, documenting findings and making recommendations for resolution.
- Creates, updates and maintains all web based meter assessment forms and incorporates feedback as needed.

General Functions

- Complies with and promotes adherence to all departmental safety policies, protocols and procedures and OSHA regulations, including but not limited to ensuring a safe work area, wearing appropriate Personal Protective Equipment, and stopping work if there is any question of safety.
- Attends leadership, technical or other professional training to support performance of duties as recommended by management.
- Acts as “Ambassador” for the City and DPW by carrying out work and interacting with co-workers and the public in a respectful, professional manner.
- Represents Water Resources at community events to promote departmental initiatives and programs.
- Plows City streets and sidewalks with the Street Division in accordance with the provisions of the Union contract.
- Provides on-call coverage as assigned, including after-hours, nights, weekends and holidays.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High School diploma or equivalent required.
- Minimum of five (5) years previous experience in water meter reading, installation, maintenance required.
- Minimum of three (3) years of supervisory, team lead or foreperson experience required.
- Vermont State Operator Classification, Class D or equivalent required.

- Commercial Driver's License Class B required.
- Minimum of four (4) years previous experience with underground locating and a minimum of two (2) years experience with advanced and complex underground locating is required.
- Minimum of one (1) year of experience with and documented knowledge of AMI meter technology is required.
- Completion of OSHA 30 preferred. Completion within one (1) year of date of hire required..
- Completion of eighteen (18) hours of advanced meter related training and eight (8) hours of other relevant skills training as approved by management required.
- Completion of a management approved course in underground location required..
- Documented advanced proficiency with the customer information and billing system software and proficiency with meter data management systems as it relates to the review meter performance and investigate meter to cash anomalies.
- Proficiency in a computer based environment including advanced skills in Microsoft 365 and ability to use web based interfaces and ARC GIS products required.
- Ability to read and understand blue prints, utility maps and drafting specifications is required.
- Excellent written and verbal communication skills, a strong customer service orientation and demonstrated team building skills are essential.
- Strong problem solving and decision making skills required.
- Ability to direct work activities of a small work crew and lead by example.
- Ability to train, motivate, monitor the performance of and coach subordinate workers.
- Ability to make independent decisions as well as accurately identify when consultation of management is needed.
- Demonstrated ability to learn, understand and teach advanced technical/engineering concepts related to meter technology and installation including appropriate AWWA standards is required.
- Demonstrated knowledge of the water distribution system, and connections, including but not limited to locating underground service lines, principles of water pressure and hydraulic engineering is required.
- Demonstrated ability to learn, understand and explain the installation and repair of water mains, water main valves, water services, and fire hydrants.
- Knowledge about and ability to operate power and hand tools related to metering and water distribution.
- Ability to safely operate vacuum unit, blow wand, dump truck,, sidewalk plows, Power Tools, Manual Hand Tools, Mechanical Hand Tools, H and other related equipment.
- Ability to complete work projects in a timely manner to avoid extensive disruption of service for water users.
- Ability to operate wheeled and tracked snow plow equipment on City streets and sidewalks to plow, remove snow and ice, salt and sand.
- Ability to work outdoors in all weather conditions.
- Physical ability to perform manual labor required for water distribution work.
- Ability to lift up to 60 lbs chest high, frequency 2-3 times daily on average.

- Ability to work in confined spaces and in moving traffic areas required.
- Ability to work after-hours, nights, weekends and on call as required.
- Flexible team player that takes direction well, is safety conscious, customer oriented, and willing and able to learn to operate all equipment and perform all task as assigned.
- Ability to create and maintain an environment that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement
- Ability to work effectively and in a professional manner with field service members, leaders, other divisions, and the general public.
- Ability to learn and maintain VOSHA safety rules and regulations as they pertain to the Department of Public Works.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies. This includes ongoing trainings and professional development.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular and timely attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies and Chapter 31 of the City ordinance.

Physical & Mental/Reasoning Requirements; Work Environment:
These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 60 pounds)
x	hearing/listening	x	carrying (specify 60 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
x	reading – complex	x	shift work
x	math skills – basic	x	moving objects
x	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
x	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment

x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: __0 Indirectly Supervises: ___3_

Disclaimer:
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Revised 02/17/2011. Revised March 2016. Revised May 2016. Revised January 2017. Revised March 2019.

City of Burlington
Job Description

Position Title: ~~Water Meter Working Foreman~~ Metering Operations Lead

Department: Department of Public Works

Reports to: ~~Customer Care and Finance Manager~~ Director of Finance & Administration

Pay Grade: ~~16~~ TBD **Job Code:** 1168

Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

Remote Work Rating Tier: 1

General Purpose: The Metering Operations Supervisor~~This position~~ is responsible for providing leadership, direction and technical expertise to the Meter Technicians ~~meter field service crew members~~ and oversees ~~coordinating~~ all field based meter management functions to ensure accurate billing of residential and commercial accounts. This position ensures all new and changing meter connections are compliant with Chapter 26 and 31 of the Burlington Code of Ordinances, and meet the design standards for meter location, installation and access according to departmental and AWWA regulations. In addition, this position conducts specialty business operations for the meter to cash process using multiple software systems including Meter Data Management System (MDMS) and Customer Information System (CIS) to identify and investigate problematic meters and service connections. The Metering workgroup also performs underground utility marking for the public drinking water infrastructure as part of the Dig Safe program.~~This position acts as a direct liaison between Water Resources and Burlington residents regarding water metering systems.~~

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

Meter Technician Functions

- Performs all essential tasks of the Meter Field Technicians, as needed.

~~meter reading, verifications~~
  - ~~all meter related work orders and troubleshooting~~
  - ~~responding to Dig Safe work orders.~~
  - ~~Additionally, coordinates addressing any resource needs or resource requests with the Distribution Field Crew Manager.~~
- ~~Maintain a high level of professionalism and work to establish a positive rapport with each customer when communicating by phone, email or in person.~~

Leadership Functions

- Directly ~~supervises~~oversees the work of ~~the~~Meter Technician positions. This includes:
  - Planning, scheduling and ~~,~~ directing the work of team members~~. This includes~~
  - Monitoring, documenting and coaching employee performance including, but not limited to, job duty proficiency and productivity and compliance with City safety requirements.
  - Identifies and schedules relevant training opportunities to enhance workgroup performance and fully realize staff potential.
  - Reviews leave requests for alignment with resource needs and weekly payroll for completeness and accuracy prior to final approval by management.
  - Assists in the hiring process including but not limited to screening, scheduling, interviewing and recommending applicants.
  - Schedules employees for on-call or scheduled call ins as necessary.
- ~~planning, directing and monitoring the work of team members, as well as, coaching, evaluating and providing ongoing training opportunities.~~Ensures all work is completed accurately, in compliance with departmental standards and on time, including but not limited to:
  - Reviews all meter assessments and work orders completed by subordinates and ensures they are accurate and complete.
  - Ensures that meter related See Click Fix requests are completed by the due date.
  - Participates in cross referencing all site visits to submitted forms to ensure all billable and non-billable work is documented.
  - Reviews Dig Safe tickets for accuracy and completeness.

~~D~~

- ~~Maintains control over progress and quality of work in accordance with departmental goals, objectives and standards.~~

~~Assists with disciplinary action to achieve departmental goals, enhance performance and fully utilize staff potential.~~
~~Reviews weekly payroll for completeness and accuracy prior to final approval.~~
~~Reviews all meter assessments and asset work orders completed by subordinates and ensures they are accurate and complete. remit for inventory accounting, meter attribute update and customer billing.~~
~~Participates in cross referencing all site visits to submitted forms to ensure all billable and non billable work is documented.~~

- Completes required paperwork accurately, including but limited to confined space permits, on call rotations, ~~crew schedules,~~ first report of accident and all computer based asset tracking application.
- Reviews and coordinates collection of asset information for the various categories of infrastructure through the use of applicable technology.
- Evaluates the effectiveness of current meter and meter reading technology and makes recommendations for procurement.
- Coordinates with the Director of Finance and Administration and then leads the development of updates to the Standard Operating Procedures (SOPs) for Metering Services.

- Coordinates with the Director of Finance and Administration and then ~~-~~leads the ~~with the~~ development, implementation and maintenance of a meter replacement program.
- Collaborates with Utility Billing and Customer Care manager to improve the customer experience as it relates to meter services including but not limited to appointment scheduling methods, appointment reminders and customer surveys.
- Ensures meter, parts and tool asset inventory ~~-~~is appropriate, accurate and reorders as needed, including initiating purchase orders as necessary.
- Tracks meter program budget expense performance.
- Ensures meter vehicles are scheduled for and obtain routine maintenance.
- ~~Ensures that assigned meter related See Click Fix requests were completed by due date.~~Reports and coordinates repair or replacement of non-functioning curb boxes with Distribution Manager.

- ~~Assists in the hiring process including but not limited to screening, scheduling, interviewing and recommending applicants.~~

Meter Compliance & Enforcement Functions

- P~~articipate~~rovides ~~in~~ technical review of ~~project plans~~engineering and mechanical plans related to ~~requiring~~ new or changing meter connections.
- ~~P~~Performs inspections of ~~utility areas~~~~mechanical~~mechanical rooms to ensure compliance with contract plans, specifications, applicable codes and technical standards.
- Completes and maintains records of field observations for project review including areas inspected, corrections needed and relevant customer communications.
- Leads the administration of the meter sizing program by:
    - Obtaining the necessary information to size and select water meters;
    - Entering data into the sizing software;
    - Reviewing output and comparing results to normal operating range of meters;
    - Sending recommended meter type, model and size to Director of Finance & Administration for final approval; and ~~and~~
    - ~~-~~Communicating results to stakeholders and outlining next steps for installation.~~verifying back flow prevention device type in accordance with American Water Works Association (AWWA) standards.~~

- ~~Responsible for ensuring compliance with meter installation standards including lay length, strainers, fitting and backflow preventers.~~
- Collaborates with Water Resources Engineers to update and maintain water meter standards of design and installation in accordance with municipal, state and federal regulations.
- Follows up on reports of unauthorized meter connections, unusual configurations, defects, leaks, suspicious conditions and coordinates with Utility Inspector as needed.

Meter to Cash Functions

- Participates in monitoring, troubleshooting, and resolving exceptions related to meter communications, billing reads, usage events and exceptions in the MDMS and CIS.
- Assists with the execution, validation, edits and estimations of collected meter data prior to billing and takes action to investigate and reconcile any data gaps when necessary.
- Collaborates with the Meter to Cash Analyst to identify problematic meter and service

connections with billing implications. ~~Assist the Customer Care and Finance Manager with any needed meter to bill forensic analysis in cases of error identification.~~

- Responsible for leading any needed field investigations to resolve problematic meter and service connections, documenting findings and making recommendations for resolution.
- Creates, updates and maintains all web based meter assessment forms and incorporates feedback as needed.

General Functions

- Complies~~y~~ with and promotes adherence to all departmental safety policies, protocols and procedures and OSHA regulations, including but not limited to ensuring a safe work area, wearing appropriate Personal Protective Equipment, and stopping work if there is any question of safety.
- Attends leadership, technical or other professional training to support performance of duties as recommended by management.
- Acts as "Ambassador" for the City and DPW by carrying out work and interacting with co-workers and the public in a respectful, professional manner.
- Represents Water Resources at community events to promote departmental initiatives and programs.
- Plows City streets and sidewalks with the Street Division in accordance with the provisions of the Union contract.
- Provides on-call coverage as assigned, including after-hours, nights, weekends and holidays.

- ~~Review all meter asset work orders completed by subordinates and remit for inventory accounting, meter attribute update and customer billing.~~
- ~~Complete required paperwork accurately, including but limited to confined space permits, crew schedules, first report of accident and all computer based asset tracking application.~~
- ~~Assist Water Resource Engineers with obtaining necessary information for the purposes of sizing and selecting meter and verifying back flow prevention device type in accordance with American Water Works Association (AWWA) standards.~~
- ~~Responsible for ensuring compliance with meter installation standards including lay length, strainers, fitting and backflow preventers.~~
- ~~Assist the Customer Care and Finance Manager with any needed meter to bill forensic analysis in cases of error identification.~~
- ~~Ensure meter asset inventory is appropriate, accurate and reorders as needed.~~
- ~~Collaborate with the Customer Care and Finance Manager on development and changes to Standard Operating Procedures (SOPs) and departmental policies related to utility billing, revenue assurance and customer care.~~
- ~~Ensure meter vehicles are scheduled for and obtain routine maintenance.~~
- ~~Report and coordinate repair or replacement of non-functioning curb/gate boxes with Distribution Field Foreman.~~
- ~~Respond to meter related See Click Fix requests.~~
- ~~Assist Customer Care and Finance Manager with the supervision, coaching and training of~~

~~Meter Field Technicians.~~

- ~~Assist Customer Care and Finance Manager with the development and implementation of a meter replacement program.~~
- ~~Participate in the recommendation of future metering and meter reading technology.~~
- ~~Comply with and promote adherence to all departmental safety policies, protocols and procedures and OSHA regulations, including but not limited to ensuring a safe work area, wearing appropriate Personal Protective Equipment, and stopping work if there is any question of safety. Oversee compliance with and tracks safety training of subordinates related to these requirements.~~
- ~~Maintain control over progress and quality of work in accordance with departmental goals, objectives and standards.~~
- ~~Participate in the hiring process including but not limited to interviewing, evaluating and recommending applicants.~~
- ~~Review and coordinate collection of asset information for the various categories of infrastructure through the use of applicable technology.~~
- ~~Act as "Ambassador" for the City and DPW by carrying out work and interacting with co-workers and the public in a respectful, professional manner.~~
- ~~Represent Water Resources at community events to promote departmental initiatives and programs.~~
- ~~Plow City streets and sidewalks with the Street Division in accordance with the provisions of the Union contract.~~
- ~~Provide on-call coverage as assigned, including after-hours, nights, weekends and holidays~~

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High School diploma or equivalent required.
- Minimum of f~~our~~ive (5~~4~~) years previous experience in water meter reading, installation, maintenance required. ~~Three (3) years' experience in, installation, maintenance and repair of meters and meter data management with at least one (1) year of supervisory experience required. Additional experience with underground water infrastructure installation, maintenance and repair is preferred.~~
- Minimum of ~~two~~three (3~~2~~) years of supervisory, team lead or foreperson experience required.
- Vermont State Operator Classification, Class D or equivalent required.~~ or the ability to obtain certification with one (1) year of date of hire required.~~
- Commercial Driver's License Class B~~ and B or equivalents~~ required. ~~Possession of a Commercial Driver's License B at time of application, and must obtain and maintain a Commercial Driver's License Class A within one (1) year of date of hire required.~~
- ~~Vermont State Operator Classification, Class D required or the ability to obtain certification with one (1) year of date of hire required.~~
- Minimum of four (4) years previous experience with underground locating and a minimum of two (2) years experience with advanced and complex underground locating is required.

- Minimum of one (1) year of experience with and documented knowledge ~~with~~of AMI meter technology is required.

- Completion of OSHA 30 preferred. Completion within one (1) year of date of hire required..
- Completion of eighteen (18) hours of advanced meter related training and eight (8) hours of ~~non-technical~~ other relevant skills training as approved by management required. ~~a meter school certification or equivalent management approved advanced meter related training required within 1.5 years.~~
- Completion of a management approved course in underground location required. ~~within 1.5 years~~.
- Documented advanced proficiency with the customer information and billing system software and proficiency with meter data management systems as it relates to the review meter performance and investigate meter to cash anomalies.
- Proficiency in a computer based environment including advanced skills in Microsoft 365 and ability to use web based interfaces and ARC GIS products required.
- Ability to read and understand blue prints, utility maps and drafting specifications is required. ~~to identify and locate water shut offs and water lines.~~
- Excellent written and verbal communication skills, a strong customer service orientation and demonstrated team building skills are essential.
- Strong problem solving and decision making skills required.
- Ability to direct work activities of a small work crew and lead by example.
- Ability to train, motivate, monitor the performance of and coach subordinate workers.
- Ability to make independent decisions as well as accurately identify when consultation of management is needed.
- ~~Ability to select and assign staff to each task.~~
- ~~Ability to determine and demonstrate appropriate methods, procedures and techniques for tasks assigned.~~
- ~~Demonstrated knowledge of the internal works of plumbing, fixtures and water meters with residential and commercial properties required.~~
- Demonstrated ability to ~~Ability to~~ learn, understand and teach advanced technical/engineering concepts related to meter technology and ~~installation, water supply and subsurface water resources utilities, including~~installation including appropriate AWWA standards is required. ~~.~~
- Demonstrated knowledge of the ~~ability to learn, understand and explain the Knowledge of the~~ water distribution system, and connections,~~ors,~~ including but not limited to locating underground service lines ~~lines such as gas and power supply~~, principles of water pressure and hydraulic engineering is required.~~.~~
- Demonstrated ability to learn, understand and explain ~~Knowledge of~~ the installation and repair of water mains, ~~installation and repairs,~~ water main valves, ~~installation and repairs,~~ water services, and fire hydrants. ~~installation and repairs, and fire hydrant installation and repairs.~~
- Knowledge about and ability to operate power and hand tools related to metering and water distribution.

~~Ability to read and understand blue prints to identify and locate water shut offs and water lines.~~

~~Ability to use computers, smart phones, iPads, email and the internet effectively.~~
~~Strong problem solving and decision making skills required.~~
~~Strong communication skills, both oral and written required.~~

- ~~Ability to train, motivate and coach subordinate workers.~~
- Ability to safely operate ~~-~~vacuum unit, blow wand, dump truck, ~~front end loader~~, sidewalk plows, Power Tools, Manual Hand Tools, Mechanical Hand Tools, H~~jackhammer, backhoe, pick, shovel~~ and other related equipment.
- Ability to complete work projects in a timely manner to avoid extensive disruption of service for water users.
- Ability to operate wheeled and tracked snow plow equipment on City streets and sidewalks to plow, remove snow and ice, salt and sand.
- Ability to work outdoors in all weather conditions.
- Physical ability to perform manual labor required for water distribution work.
- Ability to lift up to 60 lbs chest high, frequency 2-3 times daily on average.
- Ability to work in confined spaces and in moving traffic areas required.
- Ability to work after-hours, nights, weekends and on call as required.
- Flexible team player that takes direction well, is safety conscious, customer oriented, and willing and able to learn to operate all equipment and perform all task as assigned.
- Ability to create and maintain an environment that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement~~.~~
- Ability to work effectively and in a professional manner with ~~with~~ field service members, leaders, other divisions, and the general public.
- Ability to learn and maintain VOSHA safety rules and regulations as they pertain to the Department of Public Works.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies. This includes ongoing trainings and professional development.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular and timely attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies and Chapter 31 of the City ordinance.
- ~~Ability to create and maintain an environment that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.~~

Physical & Mental/Reasoning Requirements; Work Environment:
These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

x	seeing	x	ability to move distances within warehouses and offices

x	color perception (red, green, amber)	x	lifting (specify 60 pounds)
x	hearing/listening	x	carrying (specify 60 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
x	reading – complex	x	shift work
x	math skills – basic	x	moving objects
x	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
x	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: __0 Indirectly Supervises: __~~2~~ 3_

Disclaimer:
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

~~This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.~~

Revised 02/17/2011. Revised March 2016. Revised May 2016. Revised January 2017. Revised March 2019.

Progression Matrix for Water Metering Services & Operations Team				
Factors	Technician In Training (Learning Role)	Technician I (Standard)	Technician II (Advanced)	Operations Lead (Principal/Supervisor)
Water or Plumbing Experience	0-1 years	1 year	N/A	N/A
Water Meter Experience	None required	None required	3 years	5 years general R&M, 1 year with AMI meter reading
Utility Locating Experience	None required	Proficiency as evidence by completed training	3 years general, 1 year advanced/complex	4 years general, 2 years advanced/complex
Supervisory Experience	None required	None required	None Required	3 years
Certifications & Training	None required	VT State Operator, Class D; Certification from underground utility locating organization or equivalent	VT State Operator, Class D; Certification from underground utility locating organization or equivalents; OSHA 10; 16 hours of meter focused training	VT State Operator, Class D; Certification from underground utility locating organization or equivalents; OSHA 30; 18 hours of advanced meter focused training; 8 hours of leadership or non-technical training as approved by management.
DL/CDL	Driver's License	CDL Class B	CDL Class B	CDL Class B
Autonomy	Direct supervision needed	Occasional guidance needed	Independent, sets goals for self	Strategic direction, sets goals for self and others
Problem Solving	Solves routine problems	Solves intermediate problems independently and complex problems with assistance	Solves complex problems independently	Defines, breaks down, and solves critical problems
Leadership	Mentors self	Mentors trainee	Mentors other Technicians	Mentors and provides front line supervision (monitor, document, coach) to team, collaborates with peers, sets technical vision
Competencies	Basic mechanical aptitude	Intermediate technical skills	Advanced technical skills, Intermediate CIS & MDMS software proficiency	High level technical skills, Expert knowledge of meter systems, Advanced CIS & MDMS software proficiency
General Responsibilities	Learns, observes and assists other Technicians, handles basic troubleshooting	Handles routine jobs	Handles complex, non routine jobs, serves as crew leader as necessary; participates in new project review.	Supervises daily operations, ensures deliverables are met, regulatory compliance, project planning, investigates and resolves meter to cash anomalies
Dig Safe Type Proficiencies	Simple (curb stop/service line) digsafe using basic digsafe tools and GIS maps; emergency digsafe with guidance	Able to perform most types of digsafe using GIS, magnetic or dowsing tools without assistance and electromagnetic with assistance.	Able to perform all types of digsafe using GIS, magnetic, dowsing and electromagnetic methods.	Able to perform all types of digsafe using GIS, magnetic, dowsing and electromagnetic methods.
Meter Type Proficiencies	Repair and replacement of meters 1" or smaller; assist with other types	Repair and maintenance of all meter sizes; installation of new meters up to 1" unassisted; installation of meters greater than 1" with guidance as needed.	Installation, repair and maintenance of all meter sizes and complexities.	Installation, repair and maintenance of all meter sizes and complexities.

Board of Finance and City Council Submission Checklist

Department: DPW-Water Resources Submitter: Megan Moir

Title/Subject: Metering Shop Reorganization: Tiering of Meter Technicians, Transfer of one FTE to Metering, Reclassification of Working Foreperson

	Approval:	Meeting Date:
☒	Board of Finance	5/11/2026
☒	City Council	5/18/2026
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/5/26	Chapin Spencer
Mayor's Office informed and approved memo	Yes	5/6/26	Kara Alnasrawi
Board/Commission, if required			
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/6/26	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	5/5/26	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	5/4/2026	Tony Berry
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

JESSICA C. BROWN, ESQ.
City Attorney
KIMBERLEE J. STURTEVANT, ESQ.
ACA, Director of Litigation
HAYLEY I. McCLENAHAN, ESQ.
Assistant City Attorney
ERIK RAMAKRISHNAN, ESQ.
Assistant City Attorney
EMMETT WOOD, ESQ.
Assistant City Attorney

149 Church Street
Burlington, VT 05401-8489
Phone: (802) 865-7121
Fax: (802) 865-7123
TTY: (802) 865-7142

CITY OF BURLINGTON, VERMONT
OFFICE OF
THE CITY ATTORNEY
AND
CORPORATION COUNSEL

MEMO

To: Board of Finance and City Council
From: Jessica Brown, City Attorney & Lynn Reagan, Director of Human Resources
Date: May 11, 2026 (BOF) / May 18, 2026 (CC)
Re: Reclassification and Retitling an Assistant City Attorney – Director of General Government & Transactional Services to Assistant City Attorney

EXECUTIVE SUMMARY

The City Attorney's Office is requesting approval of the reclassification and retitling of "Assistant City Attorney – Director of General Government & Transactional Services," to "Assistant City Attorney."

BACKGROUND

When Attorney Erik Ramakrishnan joined the Burlington City Attorney's Office in January, 2024, although he was new to working in Vermont, he brought ten years of prior experience as a municipal attorney. In March, 2025, to recognize Attorney Ramakrishnan's experience, his Assistant City Attorney title was reclassified to Assistant City Attorney – Director of General Government & Transactional Services – consistent with the "Assistant City Attorney – Director" tier established during the tenure of former City Attorney Dan Richardson.

Attorney Ramakrishnan left employment with the City as of April 14, 2026, and is finishing out his current appointment on a contract basis. The CA Office will be posting to replace Attorney Ramakrishnan and requests that the Assistant City Attorney – Director of General Government & Transactional Services position be reclassified to Assistant City Attorney.

FINANCIAL IMPACT

The reclassification and retitling of the Assistant City Attorney -- Director of General Government & Transactional Services position to Assistant City Attorney will result in a decrease to the pay grade. No changes to the anticipated City Attorney 101 GF FY27 budget are requested.

Position	Current Grade-Step	FY25 Salary	Proposed Grade-Step	FY25 Reclassified Salary	Decrease
Reclassification /Retitling to: Assistant City Attorney	26-6	$112,553.62	24-7	$109,271.48	($3,282.14)

MOTION

Board of Finance & City Council

To approve the reclassification and retitling from Assistant City Attorney – Director of General Government & Transactional Services, Regular, Full-time, Exempt, Non-Union, Grade 26, to Assistant City Attorney, Regular, Full-time, Exempt, Non-Union, Grade 24.

The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact Human Resources Department at (802) 540-2505.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: City Attorney Submitter: Jessica Brown

Title/Subject: Reclassification/Retitling: Director to Assistant City Attorney (down grade)

Approval Requested:		Meeting Date:
☒	Board of Finance	5/11/2026
☒	City Council	5/18/2026
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	5/6/2026	Jessica Brown
Mayor's Office	Yes	5/7/2026	Kara Alnasrawi
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	5/6/2026	Jessica Brown
CAO for budget, financing, and memo	Yes	5/6/2026	Katherine Schad
Human Resources, if personnel action or policy	Yes	5/6/2026	Lynn Reagan
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

BURLINGTON FIRE DEPARTMENT

136 S. Winooski Avenue, Burlington, VT 05401
Phone: (802) 864-4554 Fax: (802) 865-5387

MEMO

TO: **Board of Finance / City Council**
CC: **Katherine Schad – CAO, Lynn Reagan – HR Director**
FROM: **Michael Curtin – Fire Chief**
DATE: **May 11, 2026**
SUBJECT: **AEMT Average Final Compensation for Non-Union Command Staff**

Background

The contract with the Burlington Fire Fighter Association (BFFA) provides a 4% incentive for Advanced EMT (AEMT) certification. It has been past practice for non-union command staff to receive the same benefits as union command staff and as such this 4% incentive is given to all staff with the certification.

As of July 1, 2025 a new feature of the collective bargaining agreement is for this incentive to be included in the Average Final Compensation (AFC) for pension calculations. Due to a grievance and subsequent contract interpretation, union employees do not pay pension contributions on this portion of their compensation.

Non-union command staff are eligible for similar incentive pay under the Fire Leadership Pay Scale (FLPS); however, its treatment for retirement purposes has not been formally established. Additionally, the loss or uncertainty of this 4% incentive when transitioning from a union position to a non-union role has become a deterrent for promotion to Battalion Chief, as it reduces the overall value of the promotional increase.

Proposal

The Department proposes the following for non-union Fire Department employees:

- The 4% AEMT incentive will be included in AFC calculations as pensionable earnings.
- Employee retirement contributions will be required on this compensation.

This approach differs from the union structure and ensures that all pensionable earnings for non-union employees are fully contributed toward the retirement system. This proposal is intended to:

- Provide clarity and consistency in how specialty pay is treated for non-union employees AFC;
- Maintain the value of AEMT certification for recruitment and retention of command staff;
- Avoid creating additional unfunded pension liability.

BURLINGTON FIRE DEPARTMENT

136 S. Winooski Avenue, Burlington, VT 05401
Phone: (802) 864-4554 Fax: (802) 865-5387

Financial Impact

The financial impact is limited to the employer share of retirement contributions associated with the 4% AEMT incentive. Because employee contributions will be made on this compensation, the proposal does not incur additional liability.

Recommended Action

Board of Finance:
Approve and recommend that the City Council authorize the inclusion of the 4% AEMT incentive for non-union Fire Department employees as pensionable compensation for AFC purposes, such that the percentage of employee wages to be contributed to BERS as set annually by the City Council annual budget appropriation resolution will be understood to be of base wages plus the AEMT incentive for such non-union employees, with required employee and employer retirement contributions

City Council:
Approve and authorize the inclusion of the 4% AEMT incentive for non-union Fire Department employees as pensionable compensation for AFC purposes, such that the percentage of employee wages to be contributed to BERS as set annually by the City Council annual budget appropriation resolution will be understood to be of base wages plus the AEMT incentive for such non-union employees, with required employee and employer retirement contributions.

Thank you for considering this request.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Burlington Fire Department Submitter: Michael Curtin – Fire Chief

Title/Subject: **AEMT Average Final Compensation for Non-Union Command Staff**

Approval Requested:		Meeting Date:
☒	Board of Finance	5/11/2026
☒	City Council	5/18/2026
☐	Both BOF and Council	Click or tap to enter a date.

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1. This form must be completed by the person submitting the materials.
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4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/27/2026	Michael Curtin
Mayor's Office	Yes	5/6/2026	Kara Alnasrawi
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	4/30/2026	Hayley McClenahan
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	4/27/2026	Katherine Schad
Human Resources, if personnel action or policy	Yes	5/4/2026	Lynn Reagan
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Retirement Fund

May 11, 2026

From City's Actuarial Valuation Report as of June 30, 2025

Executive Summary

	June 30, 2025			June 30, 2024		
	Class A	Class B	Total	Class A	Class B	Total
Number of members						
Active employees	153	791	944	162	760	922
Terminated vested members	29	335	364	30	340	370
Vested in employee contributions only	32	428	460	30	407	437
Retired, disabled and beneficiaries	226	699	925	218	676	894
Total	440	2,253	2,693	440	2,183	2,623
Covered employee payroll	13,205,664	54,843,945	68,049,609	13,113,308	50,906,356	64,019,663
Average plan salary	86,312	69,335	72,086	80,946	66,982	69,436
Actuarial present value of future benefits	212,383,973	226,262,193	438,646,166	205,415,351	218,776,165	424,191,516
Actuarial accrued liability	177,910,245	199,585,366	377,495,611	171,415,164	193,529,063	364,944,227
Plan assets						
Market value of assets	123,461,463	145,931,933	269,393,396	110,857,257	134,064,074	244,921,331
Actuarial value of assets	118,490,932	140,056,745	258,547,677	109,471,149	132,387,799	241,858,948
Unfunded accrued liability	59,419,313	59,528,621	118,947,934	61,944,015	61,141,264	123,085,279
Funded ratio	66.6%	70.2%	68.5%	63.9%	68.4%	66.3%
Actuarially determined employer contribution (ADEC)						
Fiscal year ending	2027	2027	2027	2026	2026	2026
ADEC	8,164,468	7,249,136	15,413,604	8,293,582	7,184,926	15,478,508

Retirement Revenues

- FY27 Total $24.7M (+$1M over last year)

Comprised of:

$16.7M	Participant Charges (City Contribution / Property Tax)
$ 5.5M	Employee Contributions
$ 2.5M	Interest/Investment Income

Retirement Dedicated Property Tax

Year	Retirement Tax Rate	Total Budgeted for Retirement
FY27	$.1849	$10,754,800
FY26	$.1974	$11,718,554
FY25	$.1928	$10,861,619
FY24	$.1578	$8,295,470
FY23	$.1534	$8,611,575
FY22	$.1600	$8,531,113
FY21	$.2140	$8,093,142
FY20	$.2135	$8,002,037
FY19	$.1928	$7,154,928
FY18	$.1798	$6,636,190

Retirement Employee Contributions

- Overall City pays 70% of retirement costs and employees pay 30%, subject to individual employee limits per CBAs:
  - BPOA 17.614%
  - BFFA 14%
  - AFSCME, IBEW + non-union 7%

BERS Best Practices

- Reduced our assumed rate of return from 8% to 7.1% over a period of six years (see results below)
- Moved from 10-year smoothing to 5-year smoothing
- Investment Policy Statement

Valuation Year Beginning	Investment Return Assumption	Annual Effective Rate of Return on Market Value of Assets
2025	7.10%	12.6%
2024	7.10%	12.8%
2023	7.10%	10.2%
2022	7.10%	-13.3%
2021	7.20%	31.1%
2020	7.30%	2.3%
2019	7.40%	5.1%
2018	7.50%	9.6%
2017	8.00%	14.1%
2016	8.00%	-1.3%

Retirement Expenses

- FY27 Total $29.3M (+$2.5M over last year)

Comprised of:

$26.0M	Benefit Payments
$ 0.2M	Charge for Service Center
$ 0.2M	Charge for Actuarial Reports + Insurance
$ 0.1M	% of Salary + Benefits for Employee

Question and Discussion

Retirement Fund

May 11, 2026

From City's Actuarial Valuation Report as of June 30, 2025

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Retirement Revenues

- FY27 Total $24.7M (+$1M over last year)

Comprised of:

$16.7M	Participant Charges (City Contribution / Property Tax)
$ 5.5M	Employee Contributions
$ 2.5M	Interest/Investment Income

Retirement Splinter Property Tax

Year	Retirement Tax Rate	Total Budgeted for Retirement
FY27	$.1849	$10,754,800
FY26	$.1974	$11,718,554
FY25	$.1928	$10,861,619
FY24	$.1578	$8,295,470
FY23	$.1534	$8,611,575
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  - BPOA 17.614%
  - BFFA 14%
  - AFSCME, IBEW + non-union 7%

Retirement Expenses

- FY27 Total $29.3M (+$2.5M over last year)

Comprised of:

$26.0M	Benefit Payments
$ 0.2M	Charge for Service Center
$ 0.2M	Charge for Actuarial Reports + Insurance
$ 0.1M	% of Salary + Benefits for Employee

Question and Discussion

Budget Worksheet Report

Budget Year 2027

Account	Account Description	2027 Department Requested	2026 Amended Budget	2026 Actual Amount	2025 Amended Budget	2025 Actual Amount
Fund **125 - Retirement**						
REVENUE						
Department **08 - Human Resources**						
Division **036 - Retirement**						
Intergovernmental Revenues						
4825_155	Interdepartmental Interest on Pooled Cash	.00	491.00	.00	491.00	.00
4900_100	Participant Charges Enterprise - Airport (B)	409,562.00	382,068.00	382,068.00	346,014.00	346,014.00
4900_103	Participant Charges Water Resources	493,866.00	464,698.00	464,698.00	386,946.00	386,946.00
4900_106	Participant Charges General Fund Fund B	2,301,254.00	2,346,770.00	2,339,221.00	2,266,850.00	2,271,847.83
4900_108	Participant Charges Retire - BED	1,943,710.00	1,760,087.00	1,461,612.44	1,767,543.00	1,770,402.57
4900_109	Participant Charges School - Retire	1,319,844.00	1,218,263.00	1,218,262.89	1,128,153.00	1,128,153.35
4900_110	Participant Charges G.F. Fica	2,308,625.00	2,117,586.00	1,524,558.40	1,175,000.00	2,052,166.30
4900_120	Participant Charges General Fund Retire (A)	7,489,916.00	7,748,867.00	7,748,867.00	6,832,782.00	6,832,782.00
4900_200	Participant Charges SR Traffic - Retire	131,271.00	123,128.00	123,128.00	130,576.00	130,576.00
4900_201	Participant Charges SR CEDO - Retire	278,241.00	284,794.00	284,794.00	195,045.00	195,045.00
4900_202	Participant Charges SR Marketplace - Retire	44,894.00	48,087.00	48,087.00	41,246.00	41,246.00
	Intergovernmental Revenues Totals	$16,721,183.00	$16,494,839.00	$15,595,296.73	$14,270,646.00	$15,155,179.05
Investment Income						
4700	Interest / Investment Income	2,500,000.00	2,000,000.00	268,359.92	2,000,000.00	3,204,716.82
	Investment Income Totals	$2,500,000.00	$2,000,000.00	$268,359.92	$2,000,000.00	$3,204,716.82
Other Revenue						
4750	Gain/Loss On Asset	.00	.00	22,049.00	.00	2,220,358.02
4930_100	Employee Contributions Retirement (B)	1,110,212.00	1,026,721.00	778,145.48	996,581.00	983,820.44
4930_105	Employee Contributions Retirement (A)	2,315,845.00	2,392,607.00	1,840,536.05	2,410,671.00	2,144,354.90
4930_106	Employee Contributions Retirement Service Purchase	.00	.00	339,742.82	.00	.00
4930_107	Employee Contributions Retirement Special Rev. Funds	660,243.00	580,829.00	490,304.82	500,472.00	430,729.73
4930_108	Employee Contributions Retirement BED	722,304.00	601,514.00	450,369.62	558,252.00	513,075.11
4930_109	Employee Contributions Retirement School	706,855.00	601,394.00	526,027.35	551,510.00	549,924.31
	Other Revenue Totals	$5,515,459.00	$5,203,065.00	$4,447,175.14	$5,017,486.00	$6,842,262.51
Miscellaneous						
4705	Unrealzed Gain/Loss-Invest	.00	.00	(432,533.94)	.00	25,364,239.90
	Miscellaneous Totals	$0.00	$0.00	($432,533.94)	$0.00	$25,364,239.90
	Division **036 - Retirement** Totals	$24,736,642.00	$23,697,904.00	$19,878,297.85	$21,288,132.00	$50,566,398.28
	Department **08 - Human Resources** Totals	$24,736,642.00	$23,697,904.00	$19,878,297.85	$21,288,132.00	$50,566,398.28
	REVENUE TOTALS	$24,736,642.00	$23,697,904.00	$19,878,297.85	$21,288,132.00	$50,566,398.28

Account	Account Description	2027 Department Requested	2026 Amended Budget	2026 Actual Amount	2025 Amended Budget	2025 Actual Amount
Fund **125 - Retirement**						
EXPENSE						
Department **08 - Human Resources**						
Division **000 - Admin**						
Personnel Services						
5000_100	Salaries and Wages Regular, Full Time	65,707.00	67,969.00	51,752.67	65,599.00	61,916.28
5100	Overtime	3,881.00	3,732.00	4,846.40	3,732.00	7,982.28
5200_115	Other Personnel Services Other Compensation	770.00	740.00	913.75	740.00	581.38
5200_116	Other Personnel Services Longevity Pay	440.00	440.00	220.00	403.00	220.00
5200_120	Other Personnel Services Shift Differential	.00	.00	1.34	.00	.54
5200_130	Other Personnel Services Allowance Taxable	312.00	300.00	212.50	300.00	212.50
5300_116	Employer Contributions SOV Childcare Tax	313.00	.00	.00	.00	.00
5400_100	Employee Benefits FICA	5,440.00	5,598.00	4,251.34	5,414.00	5,024.52
5400_115	Employee Benefits Retirement B	6,723.00	6,925.00	6,662.28	6,406.00	6,406.00
5400_120	Employee Benefits Workers Compensation	.00	.00	.00	940.00	940.00
5400_125	Employee Benefits Health Insurance	10,645.00	9,762.00	9,762.00	7,676.00	7,676.00
5400_130	Employee Benefits Dental Insurance	404.00	374.00	346.06	339.00	277.51
5400_135	Employee Benefits Life Insurance	122.00	129.00	129.00	120.00	120.00
	Personnel Services Totals	$94,757.00	$95,969.00	$79,097.34	$91,669.00	$91,357.01
General Operating						
6005	Postage	.00	20.00	.00	20.00	.00
6202	Printing/Copying/Paper Mgt	.00	696.00	.00	696.00	.00
6500_100	Professional and Consultant Svs Actuary Reports/Special Project	150,000.00	200,000.00	124,085.00	200,000.00	120,535.00
6500_112	Professional and Consultant Svs Audits - Melanson	35,000.00	35,000.00	.00	35,000.00	27,000.00
6500_172	Professional and Consultant Svs Fiducient	76,000.00	70,000.00	54,868.56	70,000.00	71,559.95
6500_173	Professional and Consultant Svs Service Center	200,000.00	175,000.00	150,257.50	175,000.00	170,678.75
7200_115	Capital Leases Equipment	.00	19,130.00	.00	19,130.00	(.41)
7230_105	Insurance General	50,000.00	41,373.00	33,434.00	39,830.00	39,830.00
7230_115	Insurance Claims and Expenses	.00	1,764.00	.00	1,713.00	1,713.00
7250	Capital Lease Interest	.00	227.00	.00	227.00	226.33
	General Operating Totals	$511,000.00	$543,210.00	$362,645.06	$541,616.00	$431,542.62
Interfund						
8015	Indirect Fees	33,232.00	26,586.00	.00	31,028.00	31,028.00
8017	Indirect Fees - City Attorney	15,823.00	37,850.00	.00	36,138.00	36,138.00
	Interfund Totals	$49,055.00	$64,436.00	$0.00	$67,166.00	$67,166.00
	Division **000 - Admin** Totals	$654,812.00	$703,615.00	$441,742.40	$700,451.00	$590,065.63
Division **036 - Retirement**						
Personnel Services						
6905	FICA Remittance	2,308,625.00	1,222,000.00	1,523,550.75	1,175,000.00	2,051,849.90
	Personnel Services Totals	$2,308,625.00	$1,222,000.00	$1,523,550.75	$1,175,000.00	$2,051,849.90

Budget Worksheet Report

Budget Year 2027

Account	Account Description	2027 Department Requested	2026 Amended Budget	2026 Actual Amount	2025 Amended Budget	2025 Actual Amount
Fund **125 - Retirement**						
EXPENSE						
Department **08 - Human Resources**						
Division **036 - Retirement**						
General Operating						
6500_110	Professional and Consultant Svs Investment Management	200,000.00	200,000.00	71,532.14	150,000.00	188,693.46
6500_113	Professional and Consultant Svs Trust Custodian	35,000.00	35,000.00	25,018.82	60,000.00	39,099.96
6900_100	Claims and Benefits Retirement Benefit Payments	25,000,000.00	23,608,000.00	.00	22,700,000.00	22,659,368.44
6900_105	Claims and Benefits Non-Benefit Retire Payments (A)	500,000.00	416,000.00	.00	400,000.00	180,267.02
6900_106	Claims and Benefits Non-Benefit Retire Payments (B)	590,000.00	572,000.00	.00	550,000.00	337,557.48
7230_120	Insurance Life Insurance	10,000.00	.00	6,910.86	.00	9,627.10
	General Operating Totals	$26,335,000.00	$24,831,000.00	$103,461.82	$23,860,000.00	$23,414,613.46
Interfund						
8095	Interest On Pooled Cash	50,000.00	30,000.00	50,410.62	30,000.00	43,838.48
	Interfund Totals	$50,000.00	$30,000.00	$50,410.62	$30,000.00	$43,838.48
	Division **036 - Retirement** Totals	$28,693,625.00	$26,083,000.00	$1,677,423.19	$25,065,000.00	$25,510,301.84
	Department **08 - Human Resources** Totals	$29,348,437.00	$26,786,615.00	$2,119,165.59	$25,765,451.00	$26,100,367.47
	EXPENSE TOTALS	$29,348,437.00	$26,786,615.00	$2,119,165.59	$25,765,451.00	$26,100,367.47
	Fund **125 - Retirement** Totals					
	REVENUE TOTALS	$24,736,642.00	$23,697,904.00	$19,878,297.85	$21,288,132.00	$50,566,398.28
	EXPENSE TOTALS	$29,348,437.00	$26,786,615.00	$2,119,165.59	$25,765,451.00	$26,100,367.47
	Fund **125 - Retirement** Totals	($4,611,795.00)	($3,088,711.00)	$17,759,132.26	($4,477,319.00)	$24,466,030.81
	Net Grand Totals					
	REVENUE GRAND TOTALS	$24,736,642.00	$23,697,904.00	$19,878,297.85	$21,288,132.00	$50,566,398.28
	EXPENSE GRAND TOTALS	$29,348,437.00	$26,786,615.00	$2,119,165.59	$25,765,451.00	$26,100,367.47
	Net Grand Totals	($4,611,795.00)	($3,088,711.00)	$17,759,132.26	($4,477,319.00)	$24,466,030.81

Retirement Fund

May 11, 2026

From City's Actuarial Valuation Report as of June 30, 2025

Executive Summary

	June 30, 2025			June 30, 2024		
	Class A	Class B	Total	Class A	Class B	Total
Number of members						
Active employees	153	791	944	162	760	922
Terminated vested members	29	335	364	30	340	370
Vested in employee contributions only	32	428	460	30	407	437
Retired, disabled and beneficiaries	226	699	925	218	676	894
Total	440	2,253	2,693	440	2,183	2,623
Covered employee payroll	13,205,664	54,843,945	68,049,609	13,113,308	50,906,356	64,019,663
Average plan salary	86,312	69,335	72,086	80,946	66,982	69,436
Actuarial present value of future benefits	212,383,973	226,262,193	438,646,166	205,415,351	218,776,165	424,191,516
Actuarial accrued liability	177,910,245	199,585,366	377,495,611	171,415,164	193,529,063	364,944,227
Plan assets						
Market value of assets	123,461,463	145,931,933	269,393,396	110,857,257	134,064,074	244,921,331
Actuarial value of assets	118,490,932	140,056,745	258,547,677	109,471,149	132,387,799	241,858,948
Unfunded accrued liability	59,419,313	59,528,621	118,947,934	61,944,015	61,141,264	123,085,279
Funded ratio	66.6%	70.2%	68.5%	63.9%	68.4%	66.3%
Actuarially determined employer contribution (ADEC)						
Fiscal year ending	2027	2027	2027	2026	2026	2026
ADEC	8,164,468	7,249,136	15,413,604	8,293,582	7,184,926	15,478,508

Retirement Revenues

- FY27 Total $24.7M (+$1M over last year)

Comprised of:

$16.7M	Participant Charges (City Contribution)
$ 5.5M	Employee Contributions
$ 2.5M	Interest/Investment Income

Retirement Expenses

- FY27 Total $29.3M (+$2.5M over last year)

Comprised of:

$26.0M	Benefit Payments
$ 0.2M	Charge for Service Center
$ 0.2M	Charge for Actuarial Reports + Insurance
$ 0.1M	% of Salary + Benefits for Employee

Question and Discussion

Budget Worksheet Report

Budget Year 2027

Account	Account Description	2027 Department Requested	2026 Amended Budget	2026 Actual Amount	2025 Amended Budget	2025 Actual Amount
Fund	**175 - Liability Ins. & Workers Comp.**					
REVENUE						
Department	**00 - Non-Departmental**					
Division	**013 - Liability Insurance**					
Intergovernmental Revenues						
4990_100	Interfund Transfer Proceeds General Fund	1,805,037.00	1,752,463.00	1,752,463.00	1,701,052.00	1,701,052.00
4990_110	Interfund Transfer Proceeds Enterprise/Special Revenue	1,157,627.00	900,545.00	162,325.84	879,695.00	911,765.00
	Intergovernmental Revenues Totals	$2,962,664.00	$2,653,008.00	$1,914,788.84	$2,580,747.00	$2,612,817.00
Other Revenue						
4800_105	Insurance Reimbursements General Liability	100,000.00	100,000.00	132,145.96	100,000.00	80,996.66
4900_165	Participant Charges Life Insurance	126,605.00	131,682.00	129,221.91	128,822.00	157,614.28
4900_166	Participant Charges Life BED	18,675.00	21,166.00	15,329.75	19,683.00	20,443.50
4930_125	Employee Contributions Supplemental Life Insurance	10,000.00	2,000.00	21,369.30	1,614.00	7,426.40
4930_130	Employee Contributions Vision	.00	.00	(3,465.49)	.00	1,464.72
	Other Revenue Totals	$255,280.00	$254,848.00	$294,601.43	$250,119.00	$267,945.56
	Division **013 - Liability Insurance** Totals	$3,217,944.00	$2,907,856.00	$2,209,390.27	$2,830,866.00	$2,880,762.56
Division	**015 - Workers Compensation**					
Intergovernmental Revenues						
4900_155	Participant Charges Spec. Rev.& Ent - Workers' Comp.	472,211.00	500,809.00	406,572.89	849,086.00	1,805,054.91
4900_160	Participant Charges General Fund - Workers' Comp.	1,466,557.00	1,218,228.00	.00	1,400,117.00	400,957.99
	Intergovernmental Revenues Totals	$1,938,768.00	$1,719,037.00	$406,572.89	$2,249,203.00	$2,206,012.90
Other Revenue						
4800_125	Insurance Reimbursements Workers Comp claims	.00	.00	2,019.54	.00	.00
	Other Revenue Totals	$0.00	$0.00	$2,019.54	$0.00	$0.00
	Division **015 - Workers Compensation** Totals	$1,938,768.00	$1,719,037.00	$408,592.43	$2,249,203.00	$2,206,012.90
	Department **00 - Non-Departmental** Totals	$5,156,712.00	$4,626,893.00	$2,617,982.70	$5,080,069.00	$5,086,775.46
	REVENUE TOTALS	$5,156,712.00	$4,626,893.00	$2,617,982.70	$5,080,069.00	$5,086,775.46
EXPENSE						
Department	**00 - Non-Departmental**					
Division	**013 - Liability Insurance**					
Personnel Services						
5000_100	Salaries and Wages Regular, Full Time	.00	.00	.00	.00	10,108.16
5200_115	Other Personnel Services Other Compensation	.00	.00	.00	.00	400.00
5400_100	Employee Benefits FICA	.00	.00	.00	.00	756.62
	Personnel Services Totals	$0.00	$0.00	$0.00	$0.00	$11,264.78
General Operating						
6800_192	Fees for Services Agency Fee	70,000.00	94,454.00	70,000.00	70,000.00	70,000.00
6900_155	Claims and Benefits Unemployment	.00	.00	43,327.09	.00	68,309.10
7230_100	Insurance Vehicle	450,000.00	396,250.00	402,973.00	376,163.00	393,847.00

Budget Worksheet Report

Budget Year 2027

Account	Account Description	2027 Department Requested	2026 Amended Budget	2026 Actual Amount	2025 Amended Budget	2025 Actual Amount
Fund	**175 - Liability Ins. & Workers Comp.**					
EXPENSE						
Department	**00 - Non-Departmental**					
Division	**013 - Liability Insurance**					
General Operating						
7230_105	Insurance General	1,600,000.00	1,765,181.00	1,233,941.00	1,413,847.00	1,352,605.00
7230_107	Insurance Property	400,000.00	1,131,638.00	373,954.00	397,542.00	391,606.00
7230_109	Insurance Inland Marine	70,000.00	63,031.00	63,457.00	59,211.00	41,763.47
7230_112	Insurance Pollution	15,000.00	11,547.00	.00	10,893.00	.00
7230_115	Insurance Claims and Expenses	275,000.00	253,091.00	208,355.04	253,091.00	139,459.76
7230_120	Insurance Life Insurance	175,000.00	160,063.00	147,874.47	160,063.00	154,651.32
	General Operating Totals	$3,055,000.00	$3,875,255.00	$2,543,881.60	$2,740,810.00	$2,612,241.65
	Division **013 - Liability Insurance** Totals	$3,055,000.00	$3,875,255.00	$2,543,881.60	$2,740,810.00	$2,623,506.43
Division	**015 - Workers Compensation**					
Personnel Services						
5000_100	Salaries and Wages Regular, Full Time	.00	87,609.00	69,992.08	83,469.00	73,415.10
5200_115	Other Personnel Services Other Compensation	.00	.00	400.00	.00	100.00
5400_100	Employee Benefits FICA	.00	6,702.00	5,151.19	6,385.00	5,157.18
5400_115	Employee Benefits Retirement B	.00	8,926.00	8,926.00	8,152.00	8,152.00
5400_125	Employee Benefits Health Insurance	.00	24,731.00	24,731.00	19,445.00	19,445.00
5400_130	Employee Benefits Dental Insurance	.00	948.00	948.00	858.00	858.00
5400_135	Employee Benefits Life Insurance	.00	172.00	172.00	161.00	161.00
	Personnel Services Totals	$0.00	$129,088.00	$110,320.27	$118,470.00	$107,288.28
General Operating						
6200	Medical Fees And Supplies	70,000.00	60,000.00	50,675.25	60,000.00	64,583.40
6800_192	Fees for Services Agency Fee	70,000.00	70,000.00	.00	70,000.00	.00
6900_140	Claims and Benefits Workers' Comp	1,300,000.00	1,300,000.00	941,402.99	1,300,000.00	1,057,464.92
7230	Insurance	675,000.00	674,549.00	627,020.00	674,549.00	643,221.00
7303	Regulatory and Bank Fees	15,000.00	15,000.00	10,610.41	15,000.00	14,086.25
	General Operating Totals	$2,130,000.00	$2,119,549.00	$1,629,708.65	$2,119,549.00	$1,779,355.57
	Division **015 - Workers Compensation** Totals	$2,130,000.00	$2,248,637.00	$1,740,028.92	$2,238,019.00	$1,886,643.85
	Department **00 - Non-Departmental** Totals	$5,185,000.00	$6,123,892.00	$4,283,910.52	$4,978,829.00	$4,510,150.28
	EXPENSE TOTALS	$5,185,000.00	$6,123,892.00	$4,283,910.52	$4,978,829.00	$4,510,150.28
	Fund **175 - Liability Ins. & Workers Comp.** Totals					
	REVENUE TOTALS	$5,156,712.00	$4,626,893.00	$2,617,982.70	$5,080,069.00	$5,086,775.46

Budget Worksheet Report

Budget Year 2027

Account	Account Description	2027 Department Requested	2026 Amended Budget	2026 Actual Amount	2025 Amended Budget	2025 Actual Amount
	EXPENSE TOTALS	$5,185,000.00	$6,123,892.00	$4,283,910.52	$4,978,829.00	$4,510,150.28
Fund	**175 - Liability Ins. & Workers Comp.** Totals	($28,288.00)	($1,496,999.00)	($1,665,927.82)	$101,240.00	$576,625.18
	Net Grand Totals					
	REVENUE GRAND TOTALS	$5,156,712.00	$4,626,893.00	$2,617,982.70	$5,080,069.00	$5,086,775.46
	EXPENSE GRAND TOTALS	$5,185,000.00	$6,123,892.00	$4,283,910.52	$4,978,829.00	$4,510,150.28
	Net Grand Totals	($28,288.00)	($1,496,999.00)	($1,665,927.82)	$101,240.00	$576,625.18

Liability Insurance + Worker's Compensation

May 11, 2026

From Acrisure, as of June 2025

WORKERS' COMPENSATION PERFORMANCE OVERVIEW:

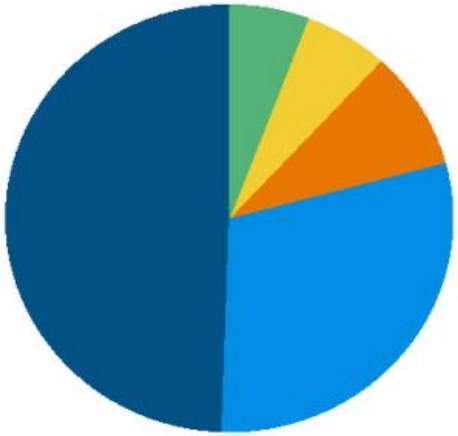
Risk Analyzer

TRAVELERS

Date Selection	Valued as of
Latest 4 Policy Years	06/24/2025

CITY OF BURLINGTON VT

Workers Compensation Top 5 NCCI Cause Group (WC) values (based on Incurred Dollars)



NCCI Cause Group (WC)	Claim Count	Incurred Dollars	Paid Dollars	Average Incurred Dollars	Largest Loss
STRAIN	87	$1,337,815.00	$1,167,206.26	$15,377.18	$209,512.00
FALL/SLIP	56	$803,021.00	$616,718.81	$14,339.66	$157,562.00
STRIKING	18	$242,025.00	$242,024.19	$13,445.83	$216,988.00
STRUCK OR INJ BY	36	$165,526.00	$88,853.58	$4,597.94	$105,260.00
MISC OTHER	34	$155,422.00	$58,258.90	$4,571.24	$91,035.00

Represents 92.35% of the $2,927,764.00 Dollars

Liability Insurance + Workers Comp Revenues

- FY27 Total $5.1M (+$0.5M over last year)

Comprised of:

$ 3.2M	Liability Insurance ($1.8M GF Contribution+ $1.2M Contribution from Other Funds + $0.2M Other)
$ 1.9M	Worker's Comp ($1.5M GF Contribution + $0.4M Contribution from Other Funds)

Liability Insurance + Workers Comp Revenues

- FY27 Total $5.2M (+$0.6M over last year)

Comprised of:

$ 1.6M	General Insurance
$ 0.5M	Vehicle Insurance
$ 0.4M	Property Insurance
$ 0.1M	Inland Marine + Pollution
$ 0.3M	Insurance Claims + Expenses
$ 0.2M	Life Insurance
$ 0.1M	Liability Insurance Fees

$ 1.3M	WC Claims + Benefits
$ 0.7M	WC Insurance
$ 0.1M	WC Admin

Question and Discussion

Budget Worksheet Report

Budget Year 2027

Account	Account Description	2027 Department Requested	2026 Amended Budget	2026 Actual Amount	2025 Amended Budget	2025 Actual Amount
Fund **150 - Self Insurance**						
REVENUE						
Department **08 - Human Resources**						
Division **035 - Health and Dental Insurance**						
Intergovernmental Revenues						
4900_135	Participant Charges General Fund - Health	10,321,989.00	9,298,045.00	9,342,449.50	8,621,553.00	8,589,770.35
4900_137	Participant Charges Part Time and Cobra	77,446.00	60,136.00	.00	.00	.00
4900_140	Participant Charges Spec. Rev. & Enterprise - Health	4,049,843.00	3,609,908.00	3,260,923.61	2,815,992.00	2,813,913.29
4900_141	Participant Charges Health BED	2,652,928.00	2,434,026.00	1,998,537.80	1,968,003.00	1,930,820.04
4900_145	Participant Charges General Fund - Dental	419,130.00	387,305.00	388,993.37	417,544.00	416,352.05
4900_150	Participant Charges Spec. Rev. & Enterprise - Dental	162,793.00	146,771.00	131,898.77	135,086.00	133,748.66
4900_151	Participant Charges Dental BED	112,000.00	96,692.00	81,312.14	92,835.00	87,129.61
	Intergovernmental Revenues Totals	$17,796,129.00	$16,032,883.00	$15,204,115.19	$14,051,013.00	$13,971,734.00
Other Revenue						
4800_110	Insurance Reimbursements Health Insurance	400,000.00	400,000.00	838,634.84	400,000.00	375,518.88
4900_300	Participant Charges COBRA	.00	.00	(69.64)	.00	3,851.64
4930_115	Employee Contributions Dental GF	.00	.00	1,334.63	.00	2,190.31
4930_116	Employee Contributions Dental Spec Rev/Enterprise	.00	.00	628.24	.00	325.07
4930_120	Employee Contributions Health Insurance GF	2,210,862.00	2,090,707.00	1,572,270.69	2,087,399.00	1,972,811.63
4930_121	Employee Contributions Health Spec Revenue/Enterprise	817,467.00	731,772.00	647,915.15	697,510.00	579,579.91
4930_122	Employee Contributions Health BED	929,118.00	832,608.00	591,885.94	772,425.00	654,315.44
4935_100	Retiree Contributions Dental Reimbursement	.00	13,278.00	10,285.30	13,278.00	14,764.55
4935_110	Retiree Contributions Health Reimbursement	.00	176,000.00	58,752.96	176,000.00	71,016.19
4950	Donations	100,000.00	100,000.00	59,206.50	100,000.00	112,450.01
	Other Revenue Totals	$4,457,447.00	$4,344,365.00	$3,780,844.61	$4,246,612.00	$3,786,823.63
	Division **035 - Health and Dental Insurance** Totals	$22,253,576.00	$20,377,248.00	$18,984,959.80	$18,297,625.00	$17,758,557.63
	Department **08 - Human Resources** Totals	$22,253,576.00	$20,377,248.00	$18,984,959.80	$18,297,625.00	$17,758,557.63
	REVENUE TOTALS	$22,253,576.00	$20,377,248.00	$18,984,959.80	$18,297,625.00	$17,758,557.63
EXPENSE						
Department **08 - Human Resources**						
Division **000 - Admin**						
Personnel Services						
5400_135	Employee Benefits Life Insurance	.00	.00	(3.44)	.00	.00
	Personnel Services Totals	$0.00	$0.00	($3.44)	$0.00	$0.00
	Division **000 - Admin** Totals	$0.00	$0.00	($3.44)	$0.00	$0.00
Division **035 - Health and Dental Insurance**						
Personnel Services						
5400_125	Employee Benefits Health Insurance	.00	.00	(728.91)	.00	.00
	Personnel Services Totals	$0.00	$0.00	($728.91)	$0.00	$0.00

Budget Worksheet Report

Budget Year 2027

Account	Account Description	2027 Department Requested	2026 Amended Budget	2026 Actual Amount	2025 Amended Budget	2025 Actual Amount
Fund **150 - Self Insurance**						
EXPENSE						
Department **08 - Human Resources**						
Division **035 - Health and Dental Insurance**						
General Operating						
6200	Medical Fees And Supplies	10,000.00	10,000.00	6,018.00	10,000.00	4,080.00
6500_104	Professional and Consultant Svs Third Party Admin. - Health	300,000.00	310,000.00	237,481.78	270,608.00	268,672.08
6500_105	Professional and Consultant Svs Third Party Admin. - Dental	45,000.00	40,000.00	39,145.25	52,000.00	33,262.65
6500_118	Professional and Consultant Svs Contractual Services	25,000.00	29,392.00	7,433.25	29,392.00	8,490.75
6500_119	Professional and Consultant Svs Health and Wellness	110,000.00	110,000.00	72,983.63	100,000.00	101,876.47
6860	State Health Insurance Tax	165,000.00	30,000.00	165,696.37	27,000.00	32,312.50
6900_110	Claims and Benefits Health Insurance Claims	19,250,000.00	17,251,821.00	13,910,341.00	15,492,691.00	16,913,309.47
6900_130	Claims and Benefits Dental Claims	673,576.00	615,000.00	494,229.21	610,000.00	595,759.70
7230	Insurance	1,675,000.00	1,500,000.00	1,429,771.56	1,374,520.00	1,358,646.06
	General Operating Totals	$22,253,576.00	$19,896,213.00	$16,363,100.05	$17,966,211.00	$19,316,409.68
Division **035 - Health and Dental Insurance** Totals		$22,253,576.00	$19,896,213.00	$16,362,371.14	$17,966,211.00	$19,316,409.68
Department **08 - Human Resources** Totals		$22,253,576.00	$19,896,213.00	$16,362,367.70	$17,966,211.00	$19,316,409.68
EXPENSE TOTALS		$22,253,576.00	$19,896,213.00	$16,362,367.70	$17,966,211.00	$19,316,409.68
Fund **150 - Self Insurance** Totals						
REVENUE TOTALS		$22,253,576.00	$20,377,248.00	$18,984,959.80	$18,297,625.00	$17,758,557.63
EXPENSE TOTALS		$22,253,576.00	$19,896,213.00	$16,362,367.70	$17,966,211.00	$19,316,409.68
Fund **150 - Self Insurance** Totals		$0.00	$481,035.00	$2,622,592.10	$331,414.00	($1,557,852.05)
Net Grand Totals						
REVENUE GRAND TOTALS		$22,253,576.00	$20,377,248.00	$18,984,959.80	$18,297,625.00	$17,758,557.63
EXPENSE GRAND TOTALS		$22,253,576.00	$19,896,213.00	$16,362,367.70	$17,966,211.00	$19,316,409.68
Net Grand Totals		$0.00	$481,035.00	$2,622,592.10	$331,414.00	($1,557,852.05)

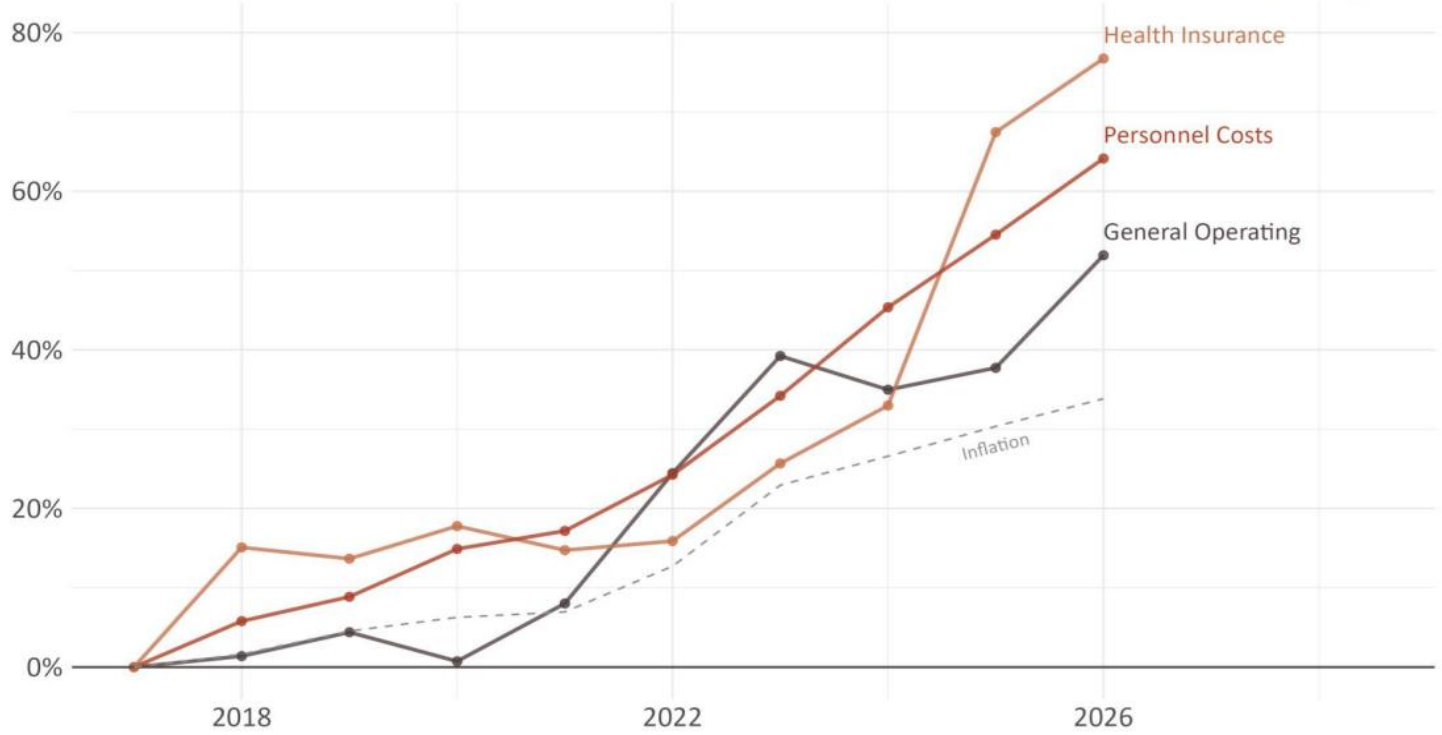
Health and Dental Insurance

May 11, 2026

From March 23, 2026
Presentation to BOF

Expense Growth

Since 2017, personnel costs have grown over 60%, with health insurance costs rising even faster.



Actuals: FY17-FY25, Budget: FY26

Health and Dental Insurance Revenues

- FY27 Total $22.3M (+$2M over last year)

Comprised of:

$17.8M	Participant Charges (City Contribution)
$ 4.5M	Employee Contributions

Health and Dental Expenses

- FY27 Total $22.3M (+$M over last year)

Comprised of:

$19.3M	Health Claims + Benefits
$ 1.7M	Insurance
$ 0.7M	Dental Claims + Benefits
$ 0.5M	Administration Costs
$ 0.1M	State Health Insurance Tax

Question and Discussion