



Airport Commission

Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport

PLEASE NOTE:

This meeting is will be held on zoom and in-person in the Third Floor Conference Room at the Airport.

Zoom Info:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://zoom.us/j/95941583622?pwd=jspMUXkiTTeF3LGU9JkR8vhdYXocQq.1>

1. Call to Order

Subject	1.1. Call to Order
Meeting	June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport
Category	1. Call to Order
Department	
Type	

Subject	1.2. Acknowledgement of Remote Commissioners
Meeting	June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport
Category	1. Call to Order
Department	
Type	

2. Agenda

2.1. Motion to amend/adopt agenda

3. Public Forum

Subject	3.1. PUBLIC FORUM - Verbal Comments
Meeting	June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport
Category	3. Public Forum
Department	

Type

4. Consent Agenda

Subject **4.1. Approval of Minutes**

Meeting June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport

Category 4. Consent Agenda

Department

Type

Recommended Action

5. Action Items

Subject **5.1. Jones Payne Group Lease**

Meeting June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport

Category 5. Action Items

Department Patrick Leahy Burlington International Airport

Type

Recommended Action

Subject **5.2. Pratt and Whitney Lease**

Meeting June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport

Category 5. Action Items

Department Patrick Leahy Burlington International Airport

Type

Recommended Action

Subject **5.3. Hangar Condo Association Lease**

Meeting June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport

Category 5. Action Items

Department Patrick Leahy Burlington International Airport

Type

Recommended Action

Subject **5.4. OLDCC Funded Construction and Consultant Contracts with Strong Tower and Jones Payne Group**

Meeting June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport

Category 5. Action Items

Department Patrick Leahy Burlington International Airport

Type

Recommended Action

Subject 5.5. Green Mountain Power Easement

Meeting June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport

Category 5. Action Items

Department Patrick Leahy Burlington International Airport

Type

Recommended Action

6. Innovation and Marketing Quarterly Update

Subject 6.1. Innovation and Marketing Quarterly Update, J. Bartley and A. Hagan

Meeting June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport

Category 6. Innovation and Marketing Quarterly Update

Department Patrick Leahy Burlington International Airport

Type

Recommended Action

7. Construction Update

Subject 7.1. Construction Update, L. Lackey

Meeting June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport

Category 7. Construction Update

Department Patrick Leahy Burlington International Airport

Type

8. Residential Sound Insulation Program Updates

Subject 8.1. Residential Sound Insulation Program Updates, L. Lackey

Meeting June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport

Category 8. Residential Sound Insulation Program Updates

Department Patrick Leahy Burlington International Airport

Type

9. Financial Update

Subject **9.1. Financial Update, M. Friedman**
Meeting June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport
Category 9. Financial Update
Department Patrick Leahy Burlington International Airport

Type

10. Director's Report

Subject **10.1. Director's Report**
Meeting June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport
Category 10. Director's Report
Department

Type

11. Commissioner Items

Subject **11.1. Commissioner Items**
Meeting June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport
Category 11. Commissioner Items
Department

Type

12. Follow-up Items

Subject **12.1. Discussion on how the Airport is leveraging artificial intelligence**
Meeting June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport
Category 12. Follow-up Items
Department Patrick Leahy Burlington International Airport

Type

Subject **12.2. Follow up requested regarding the relationship between South Burlington taxes regarding aviation**
Meeting June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport
Category 12. Follow-up Items
Department Patrick Leahy Burlington International Airport

Type

13. Adjournment

Subject	13.1. Motion to adjourn
Meeting	June 3, 2026 - Airport Commission - Wednesday, June 3, 2026, 4:00 PM, Third Floor Conference Room / Zoom at the Airport
Category	13. Adjournment
Department	Council and Board
Type	
Recommended Action	

14. Informational and Non-Discrimination Statements

This meeting will air on Town Meeting TV's Burlington Meetings channel (Burlington Telecom channel 317) at a later date. For program airtimes, please visit cctv.org, or contact Town Meeting TV at 802-862-3966 or airtimes@cctv.org

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. The programs and services of the City of Burlington are accessible to people with disabilities. Individuals who require special arrangements, auxiliary aid, service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Burlington, should contact the office of the Title II Burlington ADA Coordinator at 802-865-7000 as soon as possible but no later than 48 hours before the scheduled event.

PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT

BOARD OF AIRPORT COMMISSIONERS

MINUTES OF MEETING

April 28, 2026

Location: Large Conference Room (Room 337)

Patrick Leahy Burlington International Airport, Third Floor

1200 Airport Drive,

South Burlington, VT 05403

[Hybrid meeting]

MEMBERS PRESENT: Tim George, Chair

Andrew Savage

Helen Riehle

Robin Guillian

Al Turkos

MEMBERS ABSENT: Jeff Schulman, Vice Chair

Chip Mason

BTV STAFF PRESENT: Nicolas Longo, Director of Aviation

Larry Lackey, Director of Planning, Engineering & Sustainability

Jesse Sprague, Executive Assistant

Dave Carman, Deputy Director – Airport Operations

Marie Friedman, Director of Finance

OTHERS PRESENT: CCTV

1.0 Call to Order

1.1 Call to Order

Airport Commission Chair, Tim George, called the meeting to order at 4:03 P.M.

1.2 Acknowledgement of Remote Commissioners

Commissioners attending the meeting remotely identified themselves (Tim George, Helen Riehle; Andrew Savage joined virtually later in the meeting).

2.0 Agenda

2.1 Approve/Adopt Agenda

MOTION by Helen Riehle, SECOND by Robin Guillian, to approve the agenda as presented.

VOTING: unanimous (4-0), motion carried.

Andrew Savage joined online at 4:04 P.M.

3.0 Public Forum

3.1 Public Forum

3.1.1 No members of the public present.

4.0 Consent agenda:

4.1 Approval of the minutes

MOTION by Al Turkos, SECOND by Helen Riehle, to approve the minutes as presented in the agenda packet, including Minutes from the April 1, 2026 meeting.

VOTING: unanimous (5-0); motion carried.

5.0 Action Items

5.1 Recommendation to Reappoint Nicolas Longo as Director of Aviation

5.1.1 MOTION by Helen Riehle, SECOND by Robin Guillian to approve the reappointment letter be approved by commissioners and sent to the Mayor for her consideration regarding the reappointment of Nicolas Longo as Director of Aviation at the Patrick Leahy Burlington International Airport.

VOTING: unanimous (5-0); motion carried.

5.2 FY27 Budget

5.2.1 Director of Finance Marie Friedman and Director of Aviation Nicolas Longo presented the Fiscal Year 2027 budget to the Commission and answered questions. The budget will be presented for approval to the City Council and Board of Finance on April 29, 2026.

MOTION by Robin Guillian, SECOND by Helen Riehle to recommend the approval of the budget presentation, as presented in the agenda packet, to the City of Burlington City Council.

1. Director Friedman and Director Longo reviewed the Airport's Enterprise Fund budget, including a review of the organizational chart, revenues, and expenses, as well as FY2027 highlights, cost savings, opportunities, concerns, and future outlook.

2. The Airport's budget grew by 4%, and the increase in passengers helps to fund this increase by raising all revenues. Additional revenue increases include: increased Transportation Network Companies (TNC) revenues, increased parking garage rates, and a 5.5% increase in the total amount of Passenger Facility Charges (PFCs) collected

3. Expenses remain the same when passenger numbers fluctuate

4. Leahy BTV maintains a competitive rate regarding the price per passenger in New England; cost per enplanement is the cost that Airport compare

Andrew Savage left the meeting at 4:48 P.M.

VOTING: unanimous (4-0); motion carried.

5.3 Residential Sound Insulation Program (RSIP) Phase 6 Grant Acceptance and Execute Contract with Jones Payne

5.3.1 Director of Aviation Nic Longo and Director of Planning, Engineering, and Sustainability Larry Lackey discussed the memo for this request and the terms of the contract, as well as the impact of this grant and contract on the local community.

5.3.2 MOTION by Robin Guillian, SECOND by Al Turkos, to approve the memo as presented to the Commission.

DISCUSSION included:

1. The Airport is asking for more money to get more local homes into the Residential Sound Insulation Program.
 2. Airport has applied for the grant, submitted response to questions, and put forward contract to Jones Payne.
 3. Newly constructed homes that are located within the noise contour the way it is published today, are not eligible
 4. The current NEM map identifies how many homes per local town are eligible to be considered for the RSIP. The public can visit btvsound.com
- VOTING: unanimous (4-0); motion carried.

5.4 Cargo Apron Grant Acceptance and Contract Execution with Hoyle Tanner and SD Ireland

5.4.1 Director Longo and Director Lackey discussed the memo for this request and the terms of the contract, as well as the impact of this grant and contract on the local community.

MOTION by Robin Guillian, SECOND by Tim George to approve the memo as presented to the Commission.

DISCUSSION included:

1. Project will expand the current cargo apron for common use to accommodate larger aircraft and more users of the apron.
2. This request asks the City Council for approval to sign a grant to pay for this project.
3. Hoyle Tanner will provide the construction, administration, and project representative costs. Previously, the design for this grant was approved, so we are able to move forward with this request to follow that up.
4. SD Ireland was the lowest, most responsible bidder, so we are hoping to sign a contract with them for the project and to use the grant to pay for the services.
5. The location of this apron is on the south side of the airfield, extending the portion of the ramp where FedEx currently flies into. The vehicle service road will be relocated further west to accommodate for the larger ramp.

VOTING: unanimous (4-0); motion carried.

6.0 Construction Update

6.1 Construction Update, L. Lackey

6.1.1 In addition to the written construction update provided to the Airport Commission, Director Lackey highlighted the following updates:

1. In addition to the action items presented on earlier in the meeting, we submitted the grant application for the projects.
2. The Airport was going to bring the SRE project to this month's meeting, but we will wait to bring this project
3. The Airport was approved by City Council to receive the grant to finish paying for Project Next.
4. Taxiway C construction will start next week.

7.0 Residential Sound Insulation Program Updates

7.1 Residential Sound Insulation Updates, L. Lackey

7.1.1 In addition to the written update provided to the Airport Commission, Director Lackey highlighted the following

1. Airport is finishing up phase 4 items
2. Phase 5 construction will start in the next few weeks
3. Phase 6 is an action item on this agenda and was previously reviewed

4. The first portion OLDCC funded homes will be bid for construction next week, construction to start in July 2026. The second half of the homes will be bid out later this year. Airport is hoping for a bid of at least 15 homes.

7.2 Noise Comments, J. Sprague

7.2.1 In addition to the written update provided in the written report, Jesse Sprague highlighted the following.

1. Since the previous report in January, there was one additional comment received in February and one received in March, bringing the total comments to 835.

8.0 Director's Update

8.1 Director's Update

In addition to the written presentation, Director Longo reported:

- 8.1.1 Display of photos of the previous administrative office location
- 8.1.2 Lake Champlain Regional Chamber of Commerce recently had a board meeting at the new administrative offices event space at the Airport; Leahy BTV staff participated in the Lake Champlain Regional Chamber of Commerce gala at the Leahy Echo center.
- 8.1.3 Departure numbers are steady and reflect cyclical trends.
- 8.1.4 Passenger numbers look extremely healthy and continue growing trends.

9.0 Commissioner Items

9.1 Commissioner Items:

- 9.1.1 No Commissioner items.

10.0 Follow Up Items

10.1 Follow Up Items

- 10.1.1 Discussion on how the Airport is leveraging artificial intelligence.
 1. Conversation postponed to a later date so that Andrew Savage can participate in the discussion
- 10.1.2 Follow up requested regarding the relationship between South Burlington taxes regarding aviation

11.0 Adjournment

MOTION by Al Turkos, SECOND by Helen Riehle, to adjourn the meeting.

VOTING: unanimous (4-0); motion carried.

Meeting Adjourned at 5:45 P.M.

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

FROM: Nicolas Longo, Director of Aviation

DATE: June 3, 2026
June 11, 2026
June 29, 2026

SUBJECT: Request to execute a lease with The Jones Payne Group, Inc.

Request:

The Patrick Leahy Burlington International Airport (“Leahy BTV”) seeks Board of Finance recommendation and City Council authorization to execute a non-aeronautical lease with The Jones Payne Group, Inc. (“Jones Payne” or “JPG”)

Summary:

The Jones Payne Group is the project administrator for the Airport’s Residential Sound Insulation Program (RSIP). Since 2024, Jones Payne has rented a space within the public side of the terminal. The current lease is month-to-month. Jones Payne serves as the project administrator and construction administrator for the RSIP and seeks to use a new space, located at 481 White Street, to meet with program participants and local residents regarding the RSIP. This new location, outside the terminal, will make it easier for homeowners and participants in the program to connect with Jones Payne because it is outside the terminal and more easily accessible to the community. This move will allow Jones Payne to have their own building. This location is closer to the community and will allow for more room to display products. They will display windows, doors, and other eligible noise mitigation products in the space. This will be a central location for information relating to the program, along with our website at btvsound.com.

Benefits:

- Rent increase from previous lease to new lease
- Greater access for community members to meet with RSIP administrator

Lease Terms:

- **Effective Date:** July 1, 2026
- **Expiration:** June 30, 2028
- **Renewal Option:** One optional renewal option for an additional one (1) year
- **Rental Rate:** \$755 per month, or \$9,060 annually (rate of \$12 per square foot annually)
- **Annual Rent Increase:** 2.5%
- **Building Improvements:** Jones Payne plans to add physical improvements to the space

The Airport offers Jones Payne a two-year lease with one year extension; in a few years, the Airport and Jones Payne hope to execute a new lease at another property when it becomes available.

Motions:

Airport Commission

1. Approve the memo as presented

Board of Finance:

1. To approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute the lease with The Jones Payne Group, Inc., subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby

City Council:

1. To authorize the Mayor of the City of Burlington to execute the lease with The Jones Payne Group, Inc., subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby."

FACILITY LEASE AGREEMENT

between

THE CITY OF BURLINGTON, VERMONT

and

THE JONES PAYNE GROUP, Inc.

dated as of

May __, 2026

TABLE OF CONTENTS

Page No.

ARTICLE I DEFINITIONS.....1

Section 1.1 Definitions.....1

ARTICLE II LEASE OF LEASED PREMISES; TERM.....4

Section 2.1 Lease of Leased Premises4

Section 2.2 Parking4

Section 2.3 Term.....4

Section 2.4 Holding Over; Rights at Expiration4

Section 2.5 City’s Right of Entry.....5

Section 2.6 Ownership of Leased Premises.....6

ARTICLE III RENTAL; SECURITY DEPOSIT6

Section 3.1 Rent.....6

Section 3.2 Insufficient Funds Charge.....6

Section 3.3 Time and Place of Payments.....6

Section 3.4 Electronic Payment.....6

Section 3.5 Failure to Pay Rent, Fees, or Charges.....7

Section 3.6 Security Deposit.....7

ARTICLE IV OCCUPANCY, USE, AND CONDITIONS OF LEASED PREMISES.....7

Section 4.1 Condition of Leased Premises7

Section 4.2 Access7

Section 4.3 Use of Leased Premises and License Area7

Section 4.4 No Unauthorized or Prohibited Use.....8

Section 4.5 Compliance with Laws8

Section 4.6 Permits and Licenses.....8

Section 4.7 Payment of Taxes.....8

Section 4.8 No Liens.....8

Section 4.9 ADA9

ARTICLE V REPRESENTATIONS AND WARRANTIES.....9

Section 5.1 Representations by the City9

Section 5.2 Representations by Lessee9

ARTICLE VI OBLIGATIONS OF LESSEE.....9

Section 6.1 Plans and Specifications9

Section 6.2 Operations and Maintenance.....9

Section 6.3 Utilities.....10

Section 6.4 Open Flames10

Section 6.5	<u>Signs</u>	10
Section 6.6	<u>Security</u>	10
Section 6.7	<u>Obstruction Lights</u>	10
Section 6.8	<u>Trash, Garbage and Other Refuse</u>	10
Section 6.9	<u>Supervision</u>	10
ARTICLE VII ENVIRONMENTAL CONDITIONS		11
Section 7.1	<u>General Conditions</u>	11
Section 7.2	<u>Obligations upon Termination; Remediation</u>	13
Section 7.3	<u>No Liability for Business Interruption</u>	14
Section 7.4	<u>Environmental Indemnification</u>	14
Section 7.5	<u>Remedies Cumulative</u>	15
Section 7.6	<u>Survival</u>	15
ARTICLE VIII OBLIGATIONS OF THE CITY		15
Section 8.1	<u>Delivery of Leased Premises</u>	15
Section 8.2	<u>Operations and Maintenance</u>	15
Section 8.3	<u>Access</u>	15
Section 8.4	<u>Snow Removal</u>	15
ARTICLE IX INSURANCE AND INDEMNIFICATION		16
Section 9.1	<u>Insurance</u>	16
Section 9.2	<u>Lessee’s Indemnification and Duty to Pay Damages.</u>	18
Section 9.3	<u>Performance Bond and Payment Bond</u>	19
ARTICLE X DEFAULT AND REMEDIES		19
Section 10.1	<u>Termination by the City</u>	19
Section 10.2	<u>Termination by Lessee</u>	21
Section 10.3	<u>Survival</u>	21
ARTICLE XI ASSIGNMENT AND SUBLEASING.....		21
Section 11.1	<u>Assignment by Lessee</u>	21
Section 11.2	<u>Subleasing by Lessee</u>	22
Section 11.3	<u>Assignment by City</u>	22
Section 11.4	<u>Encumbrances</u>	22
ARTICLE XII MISCELLANEOUS PROVISIONS		22
Section 12.1	<u>Notices</u>	22
Section 12.2	<u>No Waiver</u>	23
Section 12.3	<u>Lessee’s Subordination</u>	23
Section 12.4	<u>Relocation</u>	23
Section 12.5	<u>Subordination to Grant Assurances</u>	23

Section 12.6	<u>Non-Interference with Operation of the Airport</u>	24
Section 12.7	<u>Emergency Closures</u>	24
Section 12.8	<u>Interpretation</u>	24
Section 12.9	<u>Force Majeure</u>	25
Section 12.10	<u>City’s Limitation of Liability</u>	25
Section 12.11	<u>Governing Law and Venue</u>	25
Section 12.12	<u>Amendments and Waivers</u>	26
Section 12.13	<u>Severability</u>	26
Section 12.14	<u>Merger</u>	26
Section 12.15	<u>Relationship of Parties</u>	26
Section 12.16	<u>Further Assurances</u>	26
Section 12.17	<u>Governmental Immunity and Limitations on Liability</u>	26
Section 12.18	<u>Notice of Lease</u>	26
Section 12.19	<u>No Discrimination</u>	26
Section 12.20	<u>Required Federal Clauses</u>	27
Section 12.21	<u>Condemnation</u>	29
Section 12.22	<u>Public Records Act</u>	30
Section 12.23	<u>Livable Wage Ordinance</u>	30
Section 12.24	<u>Outsourcing Ordinance</u>	30
Section 12.25	<u>Union Deterrence Ordinance</u>	30
Section 12.26	<u>Casualty</u>	30
Section 12.27	<u>Dispute Resolution</u>	31
Section 12.28	<u>No Third-Party Beneficiaries</u>	31
Section 12.29	<u>Authority</u>	31
Section 12.30	<u>Entire Agreement</u>	31

FACILITY LEASE AGREEMENT

THIS NONAERONAUTICAL FACILITY LEASE AGREEMENT (this “Agreement”) effective as of this [REDACTED] day of May, 2026, by and between the CITY OF BURLINGTON, VERMONT, a municipal corporation under the laws of the State of Vermont, located in Chittenden County, Vermont (the “City”), and The Jones Payne Group, Inc. (“Lessee” and, together with the City, the “Parties” and each a “Party”), a Massachusetts corporation authorized to do business in the State of Vermont with a principal place of business at 123 N Washington St, Boston, MA 02114. The City and Lessee agree to the terms and conditions of this Lease.

RECITALS

WHEREAS, the City is the owner and operator of the Patrick Leahy Burlington International Airport in South Burlington, Vermont (the “Airport”);

WHEREAS, the City has the right, title and interest in and to the real property on the Airport, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into this Agreement in respect thereof;

WHEREAS, the City owns that certain real property and facilities located within the Airport legally described and/or depicted on **Exhibit A** attached hereto and made part hereof, which has an address of 481 White Street, South Burlington, Vermont 05403 and consists of approximately 755 square feet of interior facility space “Leased Premises”);

WHEREAS, the City desires to lease the Leased Premises to Lessee for storage, office, and administrative purposes; and

WHEREAS, the Parties hereto wish to memorialize their agreement herein and they agree as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are hereby incorporated into this Agreement, and the mutual covenants contained in this Agreement, the Parties hereto hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions.

- A. “Agreement” shall have the meaning set forth in the Preamble.
- B. “Airport” shall mean the Patrick Leahy Burlington International Airport located in South Burlington, Vermont.

C. “Airport Rules and Regulations” shall mean all Airport rules, regulations, and policies adopted by the City, including but not limited to the Airport rules and regulations in Appendix E of the City Charter, as may be amended from time to time.

D. “Applicable Laws and Regulations” shall mean any and all existing and future federal, state, and local laws, rules, and regulations (as amended or otherwise modified from time to time) that are applicable to this Agreement and Lessee’s use, occupancy, or operations at the Leased Premises or the Airport, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law that may be applicable at any time during the Term, including, but not limited to, the Airport Rules and Regulations, the Grant Assurances, master plans and zoning codes, Environmental Laws, any and all plans and programs developed in compliance with such requirements.

E. “Authorized Use” shall mean the use and occupancy of the Leased Premises by Lessee for administrative, office, shipping and receiving, and storage purposes.

F. “Base Rent” shall have the meaning set forth in Section 3.1(A) herein.

G. “City” shall mean the City of Burlington, Vermont, a municipal corporation under the laws of the State of Vermont, located in Chittenden County, Vermont.

H. “Cure Period” shall have the meaning set forth in Section 10.1(A).

I. “Default” shall mean Lessee’s breach of this Agreement as set forth in Section 10.1(A).

J. “Electronic Payment” shall have the meaning set forth in Section 3.4 herein.

K. “Electronic Payment Notice” shall have the meaning set forth in Section 3.4 herein.

L. “Environmental Laws” shall mean all and include all applicable federal, state, local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, as they currently exist or may exist in the future, including, without limitation, the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.; all applicable environmental statutes of the State of Vermont, along with the regulations adopted and guidelines promulgated pursuant thereto, and all local laws,

regulations, and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials, and judicial precedent of each of the foregoing.

M. “FAA” shall mean the United States Federal Aviation Administration.

N. “FF&E” shall mean movable furniture, fixtures, and other equipment that are not permanently affixed to the Leased Premises.

O. “Force Majeure Event” shall mean an act or event, whether foreseen or unforeseen, that prevents a Party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such Party, and that such Party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, pandemic, war, riots, strikes, accidents, fire, and changes in law.

P. “Governmental Authority” or “Governmental Authorities” shall mean any federal, state, county, municipal, or other governmental entity (including but not limited to the City in its governmental capacity), or any subdivision thereof, with authority over Lessee, Lessee’s operations, the Authorized Use, or the Airport.

Q. “Grant Assurances” shall have the meaning set forth in Section 12.5.

R. “Hazardous Materials” shall mean all contaminants, pollutants, chemicals, hazardous materials, solid wastes, hazardous substances, hazardous wastes, toxic substances, or other materials that are regulated, listed, or identified under any applicable Environmental Laws, as they may be amended from time to time.

S. “Homeland Security” shall mean the United States Department of Homeland Security.

T. “Improvements” shall mean any and all buildings, structures, fixtures, appurtenances, site work, site utilities, or other improvements, including tenant improvements, to be located, installed, or constructed within the Leased Premises by Lessee.

U. “Joint Use Area” shall have the meaning set forth in Section 2.1 and as further described and/or depicted in **Exhibit A**.

V. “Leased Premises” shall have the meaning set forth in the Recitals and as further described and/or depicted in **Exhibit A**.

W. “Lessee” shall have the meaning set forth in the Preamble.

X. “Lessee’s Associates” shall mean Lessee’s employees, officers, directors, personnel, approved sublessees, contractors, subcontractors, suppliers, agents, invitees, and other representatives.

Y. “License Area” shall have the meaning set forth in Section 2.2.

Z. “Term” shall mean the duration of time in which this Agreement is effective, inclusive of the original term and any extensions thereof as specified in Section 2.3.

AA. “Option Term” shall have the meaning set forth in Section 2.3.

BB. “Plans and Specifications” shall have the meaning set forth in Section 6.1.

CC. “Rent Adjustment Date” shall mean the date upon which Rent is adjusted pursuant to Section 3.1(B).

DD. “Rent” shall mean all amounts due and payable under this Agreement in accordance with Section 3.1, including but not limited to Base Rent, any adjustments thereto, charges, fess, and any interest accruing on the same.

EE. “TSA” shall mean the United States Transportation Security Administration.

FF. “Year” as used in this Agreement shall mean the twelve-month period beginning on the Effective Date, with successive years commencing on the anniversary of the Effective Date.

ARTICLE II LEASE OF LEASED PREMISES; TERM

Section 2.1 Lease of Leased Premises.

A. The City hereby leases to Lessee, and Lessee hereby rents from the City for its exclusive use (except as otherwise specified herein), the Leased Premises for and during the Term, upon and subject to the terms, provisions, and conditions set forth in this Agreement.

B. The previous paragraph notwithstanding, the parties acknowledge and agree that a two hundred and forty-two (242) square foot portion of the Leased Premises will be jointly used by the City and Lessee (“Joint Use Area”) on the terms and conditions set forth herein.

Section 2.2 Parking. The City hereby grants to Lessee a non-exclusive license to use and allow Lessee’s Associates to use, for purposes related to the Authorized Use, four (4) spaces within the parking lot associated with and adjacent to the Leased Premises, which contains assigned parking spaces available Monday through Friday from 6:00 a.m. to 6 p.m. Eastern Standard Time on a first-come, first-serve basis (the “License Area”).

Section 2.3 Term. The term of this Agreement shall be for a period of two (2) years commencing on the Effective Date, and unless sooner terminated pursuant to the provisions of this Agreement (the “Term”). The Term may be extended by one (1) optional renewal for an additional one (1) year (“Option Term”). The granting of the Option Term shall be in the sole discretion of the City upon a written request by Lessee to be provided to the City not less than sixty (60) days prior to the scheduled expiration of the Term. Any reference to the “Term” herein shall be inclusive of the Option Term, if exercised.

Section 2.4 Holding Over; Rights at Expiration.

A. *Holding Over.* If Lessee retains all or any portion of the Leased Premises after the termination of the Term by lapse of time or otherwise, such holding over shall constitute the creation of a tenancy at will with respect to such retained portion, terminable by the City at any time upon thirty (30) days prior written notice to Lessee. Under such tenancy at will, Lessee agrees to pay to the City as liquidated damages, and not as a penalty, One Hundred Fifty Percent (150%) of the amount otherwise payable hereunder that would have been due during the period of time Lessee remains in possession of the Leased Premises if this Agreement had not terminated. All provisions of this Agreement shall remain in full force and effect during such holdover period. The City's acceptance of Rent after such termination shall not result in a renewal of this Agreement, nor affect the City's right of re-entry or any rights of the City hereunder or as otherwise provided by law. If Lessee fails to vacate the Leased Premises despite the City's termination and demand(s) to vacate, Lessee shall indemnify and hold the City harmless from all loss or liability including, without limitation, any claim made by any succeeding lessee resulting from such failure to surrender, together with interest, reasonable attorney's fees, costs, and expenses.

B. *Ownership of Improvements Upon Termination.* Upon the expiration or termination of the Term, any Improvements and permanent fixtures within or on the Leased Premises shall immediately become property of the City and no compensation will be paid by the City for any such Improvements or fixtures. Lessee agrees that neither it nor any successor or assign of Lessee will pursue or file any claim against the City claiming compensation for the cost of any Improvements under a theory of condemnation inverse or otherwise or for any taking and further releases the City from any claim, presently or in the future, of any damages related to this Section 2.4(B).

C. *Return of Premises.* Upon the expiration or termination of the Term, Lessee shall at its own expense: (i) deliver the Leased Premises to the City in as good a condition as of the Effective Date (or if later improved, as so improved), excepting only normal wear and tear; (ii) remove all of Lessee's personal property (including its FF&E and trade fixtures, if any) and possessions from the Leased Premises. Lessee shall, at its sole cost and expense, repair any damage to the Leased Premises caused by Lessee's removal of such personal property. Any of Lessee's personal items remaining in or on the Leased Premises after the expiration or termination of this Agreement shall be deemed abandoned by Lessee and become the sole property of the City. Notwithstanding the foregoing, any costs incurred by the City in storing and/or disposing of such abandoned property shall remain the sole obligation of Lessee, which obligation shall survive the expiration or termination of this Agreement.

Section 2.5 City's Right of Entry.

A. *Inspection of Leased Premises.* The City, through its duly authorized agents, shall have at any time the full and unrestricted right to enter the Leased Premises for the purpose of periodic inspection for fire protection and maintenance and to investigate compliance with the terms of this Agreement; provided that, except in the case of emergency, such right shall be exercised upon reasonable prior notice to Lessee and with an opportunity for Lessee to have an employee or agent present, and will not unreasonably interfere with Lessee's Authorized Use of the Leased Premises. Lessee shall provide the Director of Aviation with serviceable keys to all of its facilities to permit the exercise of the City's rights hereunder.

B. *Facility Maintenance.* The City, through its duly authorized agents, shall have the right to enter the Leased Premises to (i) perform essential maintenance, repair, relocation, or removal of existing underground or overhead facilities owned by the City, including but not limited to wires, pipes, drains, cables, and conduits located on or across the Leased Premises, and (ii) to construct, maintain, repair, relocate, and remove such facilities in the future if necessary to carry out the master plan of development of the Airport, provided that such work shall not unreasonably disrupt or unduly interfere with the Authorized Use or permitted operations of Lessee. Nothing herein shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations, or additions, or shall create any liability for any failure to do so. Furthermore, nothing herein shall be construed to lessen Lessee's responsibilities under Section 6.2. The City shall not be liable for any damage to the Leased Premises, any other property in Lessee's possession, or any other persons, improvements, or personal property located in or thereupon, other than to repair or remedy such damage as may be occasioned by negligence of the City.

Section 2.6 Ownership of Leased Premises. The City and Lessee intend and hereby agree that the Leased Premises shall be and remain the property of the City during the entire term of this Agreement and thereafter.

ARTICLE III RENTAL; SECURITY DEPOSIT

Section 3.1 Rent. In consideration for the use of the Leased Premises herein granted, Lessee shall pay to the City the rental amounts as set forth below (the "Rent").

A. *Base Rent.* Beginning on the Effective Date, Lessee shall pay to the City Rent equaling a total annual sum of **NINE THOUSAND SIXTY DOLLARS (\$9,060.00)**, payable in equal monthly installments of **SEVEN HUNDRED FIFTY-FIVE DOLLARS (\$755.00)** (the "Base Rent").

B. *Rent Adjustment.* Beginning in the second (2nd) Year of the Term, the Base Rent shall be increased on each anniversary of the Effective Date during the Term (each a "Rent Adjustment Date") by two and one-half percent (2.5%) annually.

Section 3.2 Insufficient Funds Charge. There shall be an extra charge of **THIRTY DOLLARS (\$30.00)** on any check returned by the bank for insufficient funds or account not existing.

Section 3.3 Time and Place of Payments. Lessee shall pay the City Rent on a monthly basis without demand and in advance on or before the first (1st) day of each calendar month during the Term. If the Effective Date does not fall on the first (1st) day of a calendar month, Lessee shall pay to the City, on or before the Effective Date, Rent prorated for the first (1st) month of the Term. Lessee shall pay to the City Rent, Additional Rent, and all other amounts due and payable under this Agreement to the City by check, made at the office of the Director of Aviation, Patrick Leahy Burlington International Airport, located at 1200 Airport Drive #1, South Burlington, Vermont 05403, or in the manner otherwise prescribed by the City after written notice to Lessee.

Section 3.4 Electronic Payment. Upon no less than thirty (30) days' prior written notice to Lessee (the "Electronic Payment Notice"), the City shall have the right to require Lessee to make

subsequent payments of Rent, any additional back rent, and other monies due pursuant to the terms of this Agreement by means of electronic funds transfer determined by the City in its sole and absolute discretion (the “Electronic Payment”). The Electronic Payment Notice shall set forth the proper bank ABA number, account number, and designation of the account to which such Electronic Payment shall be made. Lessee shall promptly notify the City in writing of any additional information that will be required to establish and maintain Electronic Payment from Lessee’s bank or financial institution. The City shall have the right, after at least ten (10) days’ prior written notice to Lessee, to change the name of the depository for receipt of any Electronic Payment and to discontinue payment of any sum by Electronic Payment.

Section 3.5 Failure to Pay Rent, Fees, or Charges. In the event Lessee fails to make timely payment of any Rent, fees, charges, or other amounts due and payable in accordance with the terms of this Agreement within ten (10) days of the date due, interest at the rate of two- and one-half percent (2.5%) shall accrue against the delinquent amounts from the date due until the date payment is received by the City. Notwithstanding the foregoing, the City shall not be prevented from utilizing the remedies under this Agreement or otherwise available at law or in equity to recover such delinquent amounts.

Section 3.6 Security Deposit. Lessee shall deposit with the City upon the execution of this Agreement a sum equal to the first month’s Rent as a security deposit.

ARTICLE IV OCCUPANCY, USE, AND CONDITIONS OF LEASED PREMISES

Section 4.1 Condition of Leased Premises. Lessee accepts the Leased Premises and License Area in their present condition except for latent defects, environmental conditions, and conditions caused by negligence. As of the effective date, HVAC, plumbing, electrical, and life safety systems serving the Leased Premises are in good working order. Lessee releases the City and holds it and its officers, directors, employees, and agents harmless for any claims arising out of any condition of the Leased Premises or License Area.

Section 4.2 Access. The City agrees that if Lessee is not in breach of this Agreement, Lessee and Lessee’s Associates are authorized to ingress and egress across the common areas of the Airport (in the areas designated by the City, for the purposes for which they were designed, and as permitted by Applicable Laws and Regulations) on a non-exclusive basis and to the extent reasonably necessary for Lessee’s Authorized Use of the Leased Premises. During special events at the Airport, Lessee acknowledges that the standard operating procedure at the Airport may be altered such that egress and ingress to the Leased Premises may be altered by the City. The City will notify Lessee in writing of any special events or closures that will impede Lessee’s use of the Leased Premises. Lessee’s failure to comply with the altered procedure is a default of this Agreement, and the City may proceed to terminate this Agreement.

Section 4.3 Use of Leased Premises and License Area.

A. At all times during the Term, Lessee shall use the Leased Premises only for the Authorized Use. Additionally, Lessee shall only use, and permit Licensee’s Associates to use, the License Area for purposes related to the Authorized Use.

B. The Joint Use Area shall be utilized as a homeowner display area for the City’s residential sound insulation program. Third-party access to the Joint Use Area shall be managed

by Lessee and primarily conducted by scheduled appointment. Walk-in access by third parties shall be permitted only if a representative of Lessee is physically present within the Leased Premises at the time of entry. The City acknowledges and agrees that Lessee will not continuously staff the Leased Premises, and there will be periods when no personnel are present to accommodate walk-in visitors.

Section 4.4 No Unauthorized or Prohibited Use. Lessee and Lessee's Associates shall use the Leased Premises only for the Authorized Use and other purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized or prohibited use of the same. Prohibited uses include, but are not limited to: restricting access on any road or other area that Lessee does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Applicable Laws and Regulations; any uses that impede the aeronautical utility of the Airport; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of parking areas in a manner not authorized by the City; any use that would interfere with Airport operations, threaten the safety or efficiency of such operations or Airport users, or violate any Applicable Laws and Regulations; and any use that would be prohibited by or would impair coverage under either Party's insurance policies or would cause an increase in the existing rate of insurance upon the Leased Premises.

Section 4.5 Compliance with Laws. Lessee shall comply, and cause Lessee's Associates to comply, with any and all Applicable Laws and Regulations and all permits and licenses which may be necessary or required for the Authorized Use. Upon the City's written request, Lessee shall verify, within a reasonable time, compliance with any Applicable Laws and Regulations.

Section 4.6 Permits and Licenses. Lessee, at its sole cost and expense, shall obtain and maintain in current status all permits and licenses that are required under any Applicable Laws and Regulations in connection with this Agreement, including but not limited to the Authorized Use, Lessee's construction and/or installation of any Improvements, and Lessee's use, occupancy, or operations at the Leased Premises. Lessee shall furnish copies of all such permits and licenses to the City upon the request of the City.

Section 4.7 Payment of Taxes. Lessee shall timely pay all taxes, fees, assessments, and levies related to Lessee's use, occupancy, or operations at the Leased Premises and all other obligations for which a lien may be created relating thereto (including, but not limited to, utility charges and work for any Improvements).

Section 4.8 No Liens. Lessee shall pay for all labor done or materials furnished in the repair, replacement, maintenance, development, or improvement of the Leased Premises by Lessee and shall keep the Leased Premises, Improvements, and Lessee's interest therein free and clear of any lien or encumbrance created by Lessee's act or omission, or that of Lessee's Associates. Within fifteen (15) days of the filing of any lien or claim, Lessee shall pay all lawful claims made against the City and discharge all liens filed or which exist against the Leased Premises, the Improvements, or any other portion of the Airport (other than Lessee's trade fixtures or trade equipment) to the extent such claims arise out of or in connection with labor done or materials furnished in the repair, replacement, maintenance, development or improvement of the Leased Premises. However, Lessee shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement upon furnishing security in form acceptable to the City, in an amount equal to one hundred percent (100%) of such claim or lien,

which insures that such claim or lien will be properly and fully discharged in the event that such contest is determined against Lessee or the City. Lessee shall give timely notice to the City of all such claims and liens of which it becomes aware. When contracting for any work in connection with the Leased Premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against the City's real property or any interest therein. Lessee is solely responsible for ensuring that all requirements are met such that such lien waivers are effective and enforceable.

Section 4.9 ADA. Lessee shall, at its own expense, comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines in designing, constructing, and operating any Improvements and in making any other modifications to the Leased Premises, except with respect to the Joint Use Area. Lessee shall be subject to this obligation regardless of whether any Governmental Authority requires the City to be the applicant of record. Within the Joint Use Area, the City shall be responsible for providing, ensuring, and maintaining full compliance with all applicable ADA accessibility standards and requirements.

ARTICLE V REPRESENTATIONS AND WARRANTIES

Section 5.1 Representations by the City. The City represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of the City.

Section 5.2 Representations by Lessee. Lessee represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Lessee.

ARTICLE VI OBLIGATIONS OF LESSEE

Section 6.1 Plans and Specifications. With respect to any Improvements to be constructed by Lessee, Lessee shall, at its sole cost and expense, select qualified architects and engineers to prepare, as applicable, the architectural, site, structural, mechanical and/or electrical drawings and specifications for the Improvements as required by the appropriate local planning and zoning authorities and pursuant to this Agreement and all Applicable Laws and Regulations (collectively, the "Plans and Specifications"). Before implementing the Plans and Specifications or any changes thereto, Lessee shall obtain the City's prior written approval of such Plans and Specifications and any changes thereto. Except as set forth in the Plans and Specifications, Lessee shall not make any structural or material modifications to the Leased Premises or the Improvements without the prior written consent of the City. All such modifications, once approved, shall comply with the requirements of this Agreement.

Section 6.2 Operations and Maintenance. Lessee, at its sole cost and expense, shall maintain the interior of the Leased Premises and all FF&E thereon in a condition that is clean, free of debris, safe, sanitary, and in good repair. Lessee agrees to maintain a minimum temperature of at least 55 degrees Fahrenheit within the Leased Premises at all times to insure that the mechanical systems servicing the

Leased Premises are functioning properly. Lessee covenants and agrees to be responsible for any and all repairs caused by Lessee's failure to properly maintain the temperature in Leased Premises. Lessee shall promptly remedy any condition that fails to meet the standards set forth in this Section 6.2. Without limiting the foregoing obligations, Lessee shall not store on the Leased Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard and shall not use areas outside of enclosed buildings for storage. Lessee shall store trash in covered metal receptacles and shall not accumulate or permit the accumulation of any trash, refuse, or debris on the Leased Premises. Any Hazardous Materials shall be governed by Article 7. Failure to maintain the interior of the Leased Premises, Improvements, or FF&E in a state of good repair or in the condition required by this Section 6.2 shall be a Default under Section 10.1(A).

Section 6.3 Utilities. Lessee shall furnish to the Leased Premises and pay for all utilities, including but not limited to telephone, gas, electricity, water, power, heat, air conditioning, sewer, storm water, janitorial services, and garbage and trash removal associated with the Leased Premises and shall make such deposits as are required to secure service. Lessee shall be responsible for any water or sewer impact fees incurred by Lessee's use of the Leased Premises. Any repairs of the utility lines other than those which are the responsibility of the utility service or the City are the responsibility of Lessee. If utilities are billed to a common meter, Lessee shall pay to the City the pro-rated amount based on square footage of the Leased Premises.

Section 6.4 Open Flames. Lessee shall not cause, create, or allow any open flames including but not limited to fires, patio or flame torches, grilling or any other activity which may use or cause an open flame on the Leased Premises.

Section 6.5 Signs. Lessee shall not place, or cause to be placed, any sign or signs on the Leased Premises without the prior written consent of the City. In the event Lessee obtains the consent of the City, Lessee shall be responsible for all costs and labor associated with such signage.

Section 6.6 Security. Lessee shall maintain the safety and security of the Leased Premises during the Term of this Agreement.

Section 6.7 Obstruction Lights. Lessee shall not disturb any obstruction lights on the Leased Premises.

Section 6.8 Trash, Garbage and Other Refuse. Lessee shall pick up, and provide for a complete and proper arrangement for the adequate sanitary handling and disposal, of all trash, garbage, and other refuse caused as a result of its operation on the Leased Premises. Lessee is responsible for disposal and payment of such services pursuant to Section 6.3. Lessee shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse on the Leased Premises. Lessee shall not pile boxes, cartons, barrels, pallets, debris or similar items in an unattractive or unsafe manner, on or about the Leased Premises.

Section 6.9 Supervision. Lessee shall ensure that management, maintenance, and operation of the Leased Premises shall at operational hours of 8am – 5pm weekdays Monday through Friday, be under the supervision and direction of an active, qualified, competent representative of Lessee. Lessee shall identify such representative, and any successor, in writing to the City.

**ARTICLE VII
ENVIRONMENTAL CONDITIONS**

Section 7.1 General Conditions.

A. *Environmental Representations.* Notwithstanding any other provisions of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to the City, upon which the City expressly relies that:

(i) Lessee shall comply, and cause all Lessee's Associates to comply, with all applicable Environmental Laws in connection with its use and occupancy of the Leased Premises and any Airport facilities and property and accepts full responsibility and liability for such compliance. In the event of any noncompliance with Environmental Laws, Lessee shall take prompt and appropriate action to address the conditions causing the noncompliance and return to full compliance.

(ii) Lessee is knowledgeable of any and all Environmental Laws without limitation which govern or which in any way apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Leased Premises and the Airport. Lessee shall keep informed of future changes in Environmental Laws.

(iii) Lessee and Lessee's Associates have been fully and properly trained in the handling and storage of all Hazardous Materials and other pollutants and contaminants regularly used by Lessee or Lessee's Associates on the Leased Premises, and such training complies with any and all Applicable Laws and Regulations.

(iv) Lessee agrees that it will neither handle nor store any Hazardous Materials on the Leased Premises in excess of those required to carry out the Authorized Use, if any, and that all such Hazardous Materials will be stored, used, and disposed of in accordance with all Applicable Laws and Regulations.

(v) Lessee shall provide the City satisfactory documentary evidence of all such requisite legal permits and notifications required under any Environmental Law.

(vi) Lessee agrees to cooperate with any investigation, audit, or inquiry by the City or any Governmental Authority regarding possible violation of any Environmental Laws.

B. *Generator of Hazardous Waste.* If Lessee is deemed to be a generator of Hazardous Materials or hazardous waste, as defined by Applicable Laws and Regulations, Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Environmental Laws imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with Environmental Law.

C. *Inventory List.* Lessee shall maintain an accurate inventory list (including quantities) of all such Hazardous Materials on the Leased Premises, whether stored, disposed of, or recycled, which shall be available for inspection at any time on the Leased Premises by the City, fire department officials, or other personnel of Governmental Authorities having jurisdiction over the Leased Premises, for implementation of proper storage, handling, and disposal procedures.

D. *Notification and Copies.* Notification of all activities relating to Hazardous Materials by Lessee shall be provided on a timely basis to the City or such other Governmental Authorities as required by the Applicable Laws and Regulations. In the event of any release or threatened release of Hazardous Materials caused by or discovered by Lessee or any Lessee Associate at, on, under, or about the Leased Premises or the Airport, or in the event any claim, demand, complaint, or action arising under Environmental Laws is made or taken against Lessee with respect to activities on the Leased Premises or the Airport, or if Lessee receives any notice pertaining to Lessee's failure or alleged failure to comply with any Environmental Laws at the Leased Premises, Lessee shall notify the City of all known facts pertinent to such release, threatened release, claim, demand, complaint, action, or notice, and shall provide the City with copies of any and all claims, demands, complaints, notices, or actions so made no later than twenty-four (24) hours following receipt of the same. If Lessee is required by any Environmental Laws or applicable Governmental Authority to file any notice or report of a release or threatened release at, on, under or about the Leased Premises or the Airport, Lessee shall simultaneously provide a copy of such notice or report to the City. Lessee shall provide to the City the name of Lessee's twenty-four (24)-hour emergency coordinator and his or her phone number in case of any release, spill, leak, or other emergency situation involving Hazardous Materials at the Leased Premises.

E. *Environmental Permits.* Lessee at its expense, shall obtain, maintain, and comply with any and all permits required by any Environmental Laws to conduct the activities or business in which Lessee or Lessee's Associates will engage on the Leased Premises. Lessee agrees to provide the City copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans relating to the Leased Premises.

F. *Recordkeeping.* Lessee shall maintain, in an orderly and easily accessible manner, all correspondence and communications with any Governmental Authority, records, or other information evidencing its compliance with all Environmental Laws for all Hazardous Materials brought upon, kept, used, stored, generated or disposed of in, on or about the Leased Premises, or transported to or from the Leased Premises by Lessee or Lessee's Associates. Lessee must maintain these records for the period of time as is required by Environmental Laws or ten (10) years following termination of this Agreement, whichever time is longer.

G. *Review of Environmental Documents.* At the City's written request, Lessee shall make available for inspection and copying, upon reasonable notice and at reasonable times, any and all non-privileged correspondence and communications with Governmental Authority, records, or other information evidencing its compliance with all Environmental Laws for all Hazardous Materials brought upon, kept, used, stored, generated, managed, or disposed of in, on, or about the Leased Premises, or transported to or from the Leased Premises by Lessee or Lessee's Associates.

H. *Access for Environmental Inspection.* The City shall have access to the Leased Premises upon reasonable prior notice to inspect the same in order to confirm that Lessee is in compliance with the requirements of this Article 7; provided, however, that the City may enter the Leased Premises for such purposes without prior written notice in the event of an emergency pertaining to Environmental Laws, as determined by the City. Lessee agrees to fully cooperate with any such inspections; provided that such inspections shall not unreasonably interfere with Lessee's operations. If the City reasonably believes or has received information leading it to reasonably believe that Lessee's operations are not in compliance with the requirements of this Article 7, then, upon request by the City, Lessee shall conduct such inspection, testing, and analysis as the City reasonably deems necessary to ascertain whether Lessee is in compliance with this Article 7. Lessee shall pay all actual costs associated with any such environmental inspection, testing, and analysis. Any such tests shall be conducted by qualified independent environmental consultants chosen by Lessee, but such environmental consultants, and the scope and the methods of such investigation, shall be subject to the City's approval, which shall not be unreasonably withheld. Lessee shall provide copies of any and all relevant reports prepared by such experts to the City within a reasonable time after Lessee receives such reports.

I. *Violations.* If the City receives a notice from any Governmental Authority asserting a violation by Lessee of any Environmental Laws or Lessee's covenants and agreements contained herein, or if the City otherwise has reasonable grounds upon which to believe that such a violation has occurred, the City or its duly appointed consultants shall have the right, but not the obligation, to enter the Leased Premises and/or perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost, or expense to the City. The City shall perform such tests on the Leased Premises as may be necessary, in the opinion of the City or its duly appointed consultants, acting reasonably, to conduct a prudent environmental site assessment; provided, however, such environmental site assessment shall not unreasonably interfere with Lessee's operations or use and enjoyment of the Leased Premises unless Lessee's alleged violation or environmental condition poses a risk to the health, safety, or security of Airport users or Airport operations. If Lessee receives a notice of violation, notice of an enforcement action, or other notice of noncompliance, Lessee shall provide a copy to the City within three (3) days of receipt by Lessee or Lessee's agent.

Section 7.2 Obligations upon Termination; Remediation.

A. *Removal of Hazardous Materials.* Upon any expiration or termination of this Agreement, Lessee shall demonstrate to the City's reasonable satisfaction that Lessee has removed any and all Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the Leased Premises. Lessee shall provide the City with copies of all waste manifests for Hazardous Materials removed from the Leased Premises at least thirty (30) days prior to the termination or expiration date of the Agreement. If Lessee or Lessee's Associates cause an impermissible release of Hazardous Materials or otherwise cause the contamination of the Leased Premises or other Airport facility or property, Lessee shall bear all costs and responsibility for the required clean up and remediation, and shall indemnify and hold the City harmless therefrom.

B. *Remediation.* Lessee, at its sole cost and expense, shall undertake all necessary steps to remedy and remediate a release of Hazardous Materials or other condition to the extent required by Environmental Laws or the requirements of this Agreement to the extent caused by, or resulting from the activities, conduct, or omissions of Lessee or its Lessee's Associates, on the Leased Premises or at the Airport, as necessary to reasonably protect the public health and safety to the extent required by Applicable Law and/or to bring the Leased Premises or the Airport into compliance with all Environmental Laws applicable to the Leased Premises or Lessee's operations. The remediation must continue until the Governmental Authorities with jurisdiction determine that no further action is necessary in compliance with applicable Environmental Laws. Notwithstanding the foregoing, Lessee shall be obligated to clean-up and remediate the Leased Premises to achieve such standards or clean-up levels as are reasonably required by the City for properties at the Airport. If the City is unable, after commercially reasonable efforts, to lease the Leased Premises during the period of cleanup and remediation due to the environmental condition or cleanup work being performed, in addition to any other damages, Lessee shall be responsible for payment of lost rent or lost use to the City.

C. *Step-In Rights.* Notwithstanding Lessee's obligations under this Article 7, the City and any Governmental Authorities shall at all times have the right, should Lessee fail to comply with its obligations under Section 7.2, after reasonable advance written notice, which shall include a reasonable opportunity to cure (except where a Governmental Authority other than the City is empowered by Applicable Law to act without notice), or immediately, if necessary to prevent additional harm to the environment, to take any and all actions as they individually or collectively may reasonably deem necessary to cease, contain, investigate, remediate, or otherwise respond to a condition which results from, causes, or threatens to cause a Release of Hazardous Materials or other condition in violation of Environmental Laws at, under, or about the Leased Premises or at the Airport. Lessee agrees to cooperate with any and all such actions.

Section 7.3 No Liability for Business Interruption. The City shall not be responsible to Lessee or any Lessee Associate for any Hazardous Materials in existence in, on, under, or migrating from the Leased Premises or at the Airport, which condition may interfere with Lessee's business or other operations or activities, or which might otherwise cause damages to Lessee through loss of business, destruction of property, or injury to Lessee, Lessee's Associates, customers, or clients, except to the extent such conditions are caused by the actions or omissions of the City.

Section 7.4 Environmental Indemnification. In addition to any indemnification set forth elsewhere in this Agreement, Lessee hereby indemnifies and agrees to defend and hold harmless the City from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) a presence or release of Hazardous Materials caused by Lessee or any of Lessee's Associates at the Leased Premises or any Airport facility or property, or the subsurface, waters, air, or ground thereof, in excess of levels allowable by Environmental Laws or in violation of any Environmental Laws due to Lessee's or Lessee's Associate's management, control, authorization, handling, possession, or use of Hazardous Materials at the Airport; (ii) any breach by Lessee of any of its warranties, representations, or covenants in this Article 7; (iii) Lessee's violation of Environmental Laws; or (iv) Lessee's remediation or failure to remediate Hazardous Materials as required by this Agreement. Lessee's obligations hereunder will survive the termination or expiration of this Agreement, and will not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting

the Airport or any part thereof, except that, in the event that the City recovers funds from insurance carriers in connection with claims associated with (i), (ii), (iii), or (iv) above, the City may not recover the same funds from Lessee. Notwithstanding the foregoing, Lessee shall have no indemnification obligation under this Section 7.4 for any costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to any release of Hazardous Materials in, on or under the Leased Premises prior to the date of Lessee's first occupancy of the Leased Premises (which may pre-date the Effective Date), except to the extent materially exacerbated by Lessee or any of Lessee's Associates or invitees, or otherwise if Lessee's use, operation, or occupancy of the Leased Premises fails to comply with Environmental Laws.

Section 7.5 Remedies Cumulative. Lessee agrees that all remedies of the City as provided in this Article 7 with regard to Hazardous Materials or violations of any Environmental Laws shall be deemed cumulative in nature and the City's right to indemnification as provided under this Article 7 shall survive the termination of this Agreement.

Section 7.6 Limitations. Notwithstanding anything herein to the contrary, Lessee's obligations under this Article 7 shall not apply to reasonable quantities of ordinary office and janitorial supplies customarily used in connection with general office operations, when stored, used, and disposed of in compliance with Environmental Laws. Lessee's obligations under this Article 7 shall apply only to Hazardous Materials brought onto the Leased Premises by Lessee or Lessee's Associates.

Section 7.7 Survival. Notwithstanding anything to the contrary, the obligations of this Article 7 shall survive any termination or expiration of this Agreement.

ARTICLE VIII OBLIGATIONS OF THE CITY

Section 8.1 Delivery of Leased Premises. Upon the Effective Date, the City shall deliver to Lessee the Leased Premises vacant and professionally cleaned, and with all systems of the Existing Facilities operational.

Section 8.2 Operations and Maintenance. The City shall be responsible for maintaining and repairing the exterior and structural components of the Leased Premises, and for maintaining in a reasonable state of repair the parking lot and grounds outside the Leased Premises, and shall maintain and repair any and all mechanical systems or devices serving the Leased Premises as may be reasonably required to place, keep and maintain the same in good order and state of repair including, without limitation, the heating, ventilating and air conditioning systems, and the electrical and plumbing systems.

Section 8.3 Access. The City shall ensure reasonable ingress and egress to and from the Leased Premises for Lessee.

Section 8.4 Snow Removal. The City shall provide for snow removal from access roads and the License Area.

**ARTICLE IX
INSURANCE AND INDEMNIFICATION**

Section 9.1 Insurance. Prior to the Commencement Date and throughout the term of this Agreement, Lessee shall obtain and maintain insurance in the types and amounts required under this Section 9.1.

A. *Insurance Certificates.* Lessee shall submit certificates of insurance to the City prior to the Effective Date and annually thereafter. Lessee shall provide to the City certificates of insurance listing “City of Burlington” as the certificate holder and containing information reasonably required by the City, including but not limited to (i) the name, address, and contact information of the authorized agent, Lessee as the insured, and the City as certificate holder; (ii) the name of the insurance company; (iii) description of policies, including coverage types and amounts; (iv) policy number(s) and period(s); (v) limits of liability; and (vi) the signature of the authorized agent. Copies of all required endorsements should be attached to the certificate, even if blanket endorsements are being used.

B. *Additional Insured.* Each required insurance policy as it relates to the Leased Premises, the Improvements, and Lessee’s Authorized Use thereof, shall name the City as an additional insured and loss payee, with the specific exception of professional liability workers compensation insurance.

C. *Policy Provisions.* Each of the insurance coverage required herein (i) shall be issued by a company licensed by the State of Vermont to transact the business of insurance in the State of Vermont for the applicable line of insurance, and (ii) shall be issued by an insurer with a Best Policyholders Rating of “A-/VIII” or better by the latest *Best Insurance Report* or has an analogous rating from a comparable rating service approved by the City. All insurance coverages required under this Agreement except for workers’ compensation/employer’s liability shall include the City and its officers, agents, and employees as additional named insured on a primary, non-contributory basis. Contractor’s general liability, pollution, and umbrella policies shall provide additional insured coverage for both premises and completed operations using endorsements CG 20 10 and CG 20 37 or their equivalents for a period of three years. All policies required hereunder, **including** workers’ compensation/employer’s liability, shall provide thirty (30) days’ prior written notice of cancellation, change, or intent not to renew the insurance, waiver of subrogation, and list any and all exclusions. Each such policy a provision stating that the policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents, or other representatives. In no event shall the limits of said policies be considered as limiting the liability of Lessee under this Agreement.

D. *Insurance Coverages.* Prior to the Commencement Date and throughout the Term, Lessee shall obtain and maintain the types and minimum amounts of insurance coverages required in this Section 9.1. Lessee’s liability under this Agreement shall not be limited to the amount of insurance carried. Any changes to insurance are at the sole expense of Lessee. Types and limits of insurance required as of the Effective Date are as follows:

(i) Commercial General Liability Insurance. Lessee shall maintain Commercial General Liability Insurance naming the City as additional insured on a

primary, non-contributory basis which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and operations liability, products and completed operations liability, personal injury, and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures, and underground damage liability. The Commercial General Liability Insurance shall provide at minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate.

(ii) Workers' Compensation and Employer's Liability. Lessee shall provide Workers' Compensation Coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than the following: \$500,000.00 per accident (bodily injury by accident) and \$500,000.00 policy limit, and \$500,000.00 per employee (bodily injury by disease). Lessee shall require all contractors and subcontractors performing work or occupying the Leased Premises under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverages and Lessee shall require from its general contractor(s) that all subcontractors submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises.

(iii) Employers' Liability Insurance. If Lessee has employees, Lessee shall maintain Employers' Liability Insurance with limits of at least \$500,000 per accident (bodily injury by accident), \$500,000 per employee (bodily injury by disease), and \$500,000.00 policy limit (bodily injury by disease).

(iv) Commercial Business Automobile Liability Insurance. Lessee shall provide Commercial Business Automobile Liability Insurance, which shall include coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each accident.

(v) Commercial Umbrella Liability Insurance. Lessee shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability and the Commercial Business Automobile Liability on a follow form basis in addition to the minimum limits set forth herein and including identical additional insured requirements as required in the primary liability policies. The minimum amount of Umbrella limits required above the coverages and minimum limits stated above shall be \$2,000,000 per occurrence and \$2,000,000.

(vi) Property Insurance. Lessee shall carry "All Risk" property insurance in an amount equal to the full replacement value of all Improvements, equipment, trade fixtures, and other personal property located on the Leased Premises. The City will not carry insurance or be liable for damage or loss to Lessee's Improvements, trade fixtures, or personal property. Any Improvements constructed by Lessee upon the Leased Premises shall be constructed and maintained at Lessee's risk.

E. *Maintaining Coverage; Modification.* The City may require copies of any insurance policies entered into by Lessee, and Lessee is responsible for annually verifying and confirming in writing to the City that all sub-contractors, agents, operators, or workers meet the

minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Agreement shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Lessee. The City reserves the right to modify any or all insurance requirements as commercially reasonable and in such a manner and to such extent as it deems appropriate or necessary. The City shall provide Lessee with reasonable notice of any such changes and a reasonable time to comply with any new requirements.

F. *Application to Others.* Lessee shall require all contractors, subcontractors, agents, or workers performing work or occupying the Leased Premises to be properly licensed and to obtain insurance coverage meeting the requirements of this Section 9.1 as evidence on a certificate of insurance. Lessee shall require that all such persons submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises. The insurance provisions herein shall likewise apply to any permitted sublessee or assign of Lessee. Any sublessee must comply with the provisions as set forth in this Article 9.

G. *Waiver of Subrogation.* Each of the City and Lessee hereby releases the other and their officers, directors, shareholders, agents and employees from any and all liability or responsibility (to the other or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by any of the perils which are insured against under standard policies of fire and casualty insurance (including extended coverage), even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. This provision shall be deemed suspended during any period of time when insurance companies will not issue insurance policies for properties with such a provision in this Agreement.

Section 9.2 Lessee's Indemnification and Duty to Pay Damages.

A. Except to the extent arising out of the negligence or willful misconduct of the City, to the fullest extent permitted by law, Lessee shall defend, indemnify and hold harmless the City and its officers, agents, and employees, including the City of Burlington Airport Commission, and their successors and assigns, individually or collectively, from and against any and all liabilities, breach, claims, demands, losses, obligations, fines, liens, penalties, actions, judgements, damages, costs, charges and expenses (including, but not limited to, attorneys' fees and litigation expenses) for any claim or cause of action of any nature arising out of, in connection to the following:

- (i) ;
- (ii) ;
- (iii) Actions on the Leased Premises;
- (iv) Lessee's possession, use, occupation, or control of the Leased Premises or use of the Airport;
- (v) Actions or omissions of Lessee, Lessee's Associates, contractors or consultants of Lessee at any tier, or any sublessees; or

(vi) Breach or default of this Agreement by Lessee or Lessee's Associates.

B. Lessee and any sublessee shall indemnify and hold harmless the City and any of its officers, agents, or employees, from any and all manner of damages the undersigned may incur in conducting the activities associated with Lessee, Lessee's Associates, or a sublessee not proximately caused by the negligence or willful misconduct of the City, its officers, contractors, agents, or employees.

C. In no event shall either party be liable to the other for consequential, special, punitive, or lost profit damages.

D. The City shall not be liable to Lessee for any damage by or from any act or negligence of any co-tenant or other occupant of the same building, or by any owner, tenant, occupant, user of adjoining or contiguous property.

E. Lessee agrees to pay for all damages of Leased Premises caused by Lessee's use, misuse, or neglect thereof.

F. Lessee shall be responsible and liable for the conduct of Lessee's Associates in and around the Leased Premises.

G. Lessee shall give prompt and timely notice to the City (and copying the Burlington City Attorney's Office) of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or may affect the City, the Leased Premises, or the Airport.

H. Without limiting the foregoing provisions for indemnification and defense, Lessee shall reimburse the City for costs associated with violations issued by state and federal Governmental Authorities resulting from Lessee's misconduct, incompetence, or negligence as determined by the City.

Section 9.3 Performance Bond and Payment Bond. During the construction of any major renovation or major reconstruction with a cost in excess of \$100,000 of all or any portion of the Improvements, Lessee shall deliver to the City, at the time of execution of a subsequent contract related to such reconstruction work, evidence of, (i) a performance bond of Lessee's contractor equal to 100% of the completed value of the work with Lessee named as a co-obligee, and (ii) a labor and materials payment bond from Lessee's contractor in the amount equal to 100% of the completed value with Lessee named as a co-obligee.

ARTICLE X DEFAULT AND REMEDIES

Section 10.1 Termination by the City.

A. *Lessee Default.* The occurrence of any of the following events shall constitute a default by Lessee ("Default") under this Agreement unless cured within thirty (30) days following written notice of such violation from the City, or within the cure period reasonably specified by the City in such notice (collectively, the "Cure Period"):

(i) Lessee fails to timely pay any Rent or other amount due under this Agreement;

(ii) Lessee or Lessee's Associates violate any requirement under this Agreement (including, but not limited to, violation of any Applicable Laws or Regulations or failure to maintain the Leased Premises);

(iii) Lessee abandons the Leased Premises for a period of sixty (60) consecutive days or more;

(iv) Lessee assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Leased Premises (except as expressly permitted in this Agreement);

(v) Lessee files a petition in bankruptcy or has a petition filed against Lessee in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days;

(vi) Lessee petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or

(vii) Lessee dissolves or dies.

B. *Termination for Lessee Default.* In the event of a Default, if Lessee fails to cure such Default within the applicable Cure Period, the City may terminate this Agreement upon thirty (30) days prior written notice to Lessee. Notwithstanding the foregoing, and except for a default for nonpayment of Rent, Lessee shall not be in default if Lessee (i) provides notice to the City that its cure of an alleged violation is reasonably expected to take longer than the applicable Cure Period, (ii) it commences diligent performance of such a cure within thirty (30) days of receiving City's notice of violation and continues such performance without unreasonable delay, and (iii) completes such cure within ninety (90) days of the City's notice of violation, unless the City grants prior written consent for a longer period of time.

C. *Remedies for Failure to Pay Rent.* In addition to the remedies under Section 10.1(B) and those otherwise available at law or in equity, if Lessee fails to timely pay any Rent required by this Agreement and fails to cure the same within the Cure Period, the City may:

(i) Terminate this Agreement in accordance with Section 10.1(B), resume possession of the Leased Premises, and recover immediately from Lessee the Rent for the remainder of the Term; or

(ii) Resume possession and relet the Leased Premises for the remainder of the Term for the account of Lessee, and recover from Lessee, at the end of the Term or at the time each payment of Rent comes due under this Agreement as the City may choose, the difference between the Rent and the rent received on the re-leasing or renting.

In either event, the City shall also recover all expenses incurred by reason of such Default, including reasonable attorney's fees.

D. *Termination in the Public Interest.* The City is entering into this Agreement for the purpose of carrying out the policy of the City and its Airport. If this Agreement ceases to further the public policy of the City or if terminating this Agreement is reasonably necessary to preserve public safety or to prevent an immediate public crisis, the City, in its sole discretion, may terminate this Agreement in whole or in part. In such event, the City shall provide Lessee written notice at least thirty (30) days prior to the desired termination date. In the case of termination under this Section 10.1(D), Lessee shall remain responsible for all Rent and other payments owed under this Agreement incurred prior to the termination date.

E. *Reservation of Rights.* Notwithstanding the foregoing, the City reserves all rights and remedies at law or in equity to recover for any uncured Default or other violation of this Agreement resulting in damages, loss, or harm to the City. This Section 10.1(E) shall survive expiration or termination of this Agreement.

Section 10.2 Termination by Lessee. Lessee may terminate this Agreement upon thirty (30) days prior written notice to the City in the event one of the following events occur:

A. *Injunction.* The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises, which remains in force, unvacated, or unstayed for a period of at least sixty (60) consecutive days.

B. *City Default.* The failure of the City to perform a material obligation required of the City under this Agreement within sixty (60) days after written notice by Lessee to the City. If the nature of the City's obligation is such that more than sixty (60) days are reasonably required for performance or cure, the City shall not be in default if the City (i) provided notice to Lessee that its cure of an alleged violation is reasonably expected to take more than sixty (60) days, (ii) it commences performance within such sixty (60) day period and thereafter diligently prosecutes the same to completion, and (iii) completes such cure within ninety (90) days of Lessee's notice of violation, unless Lessee grants prior written consent for a longer period of time, which Lessee shall not unreasonably withhold.

Section 10.3 Survival. The provisions of this Article 10 and the remedies and rights provided herein shall survive any expiration or termination of this Agreement.

ARTICLE XI ASSIGNMENT AND SUBLEASING

Section 11.1 Assignment by Lessee.

A. Lessee shall not assign any of its rights under this Agreement, whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner, and shall not delegate any performance under this Agreement, except with the prior written consent of the City, which may be granted or withheld in the City's sole discretion. As a condition of obtaining such consent, the transferee receiving any such right shall be required

to execute a new lease agreement provided by the City. Regardless of the City's consent, Lessee shall not be released from any obligations for matters arising during the time when this Agreement is in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this section is void.

B. Upon the termination of this Agreement, Lessee hereby assigns, transfers, and conveys to the City, without warranty, the following:

- (i) The right to the use of the Plans and Specifications to the extent owned by Lessee;
- (ii) Any copyright interests in the Plans and Specifications held by Lessee; and
- (iii) The right to enforce, in Lessee's own name as a proper party, any subcontracts related to the Improvements or other maintenance or services contracts in force with respect to the Leased Premises and any warranties arising under any of them or in connection with the performance thereof, as the case may be.

Section 11.2 Subleasing by Lessee. Lessee shall not sublease any portion of the Leased Premises without prior written consent of the City, which may be granted or withheld in the City's sole discretion. Any sublease or sublease form approved by the City must, at a minimum, be subordinate to this Agreement and provide the City with the right of attornment in the event of Lessee's default under this Agreement or the expiration or termination of this Agreement. Any sublessee must comply with the provisions as set forth in this Article 11.

Section 11.3 Assignment by City. The City shall have the right, in the City's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this Agreement in favor of such assignee.

Section 11.4 Encumbrances. Lessee shall not encumber or permit the encumbrance of any real property at the Airport or the City's title to the Leased Premises. Lessee shall not encumber or permit the encumbrance of Lessee's leasehold interest in the Leased Premises, the Improvements, or any of Lessee's rights under this Agreement without the City's prior written consent, which may be granted or withheld in the City's sole discretion. Lessee shall not record this Agreement or any document or interest relating thereto. Any purported encumbrance of rights in violation of this Section 11.4 is void *ab initio*.

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 12.1 Notices. All notices or other communications to the City or to Lessee pursuant hereto shall be deemed validly given, served, or delivered when properly mailed by registered mail, postage and fee prepaid, shall be deemed delivered when mailed, whether received or not, addressed as follows:

To the City:
City of Burlington
Attn: Office of the City Attorney
City Hall, 149 Church St.
Burlington, VT 05401

To Lessee:

with a copy to:
Patrick Leahy Burlington International Airport
Attn: Director of Aviation
1200 Airport Drive Suite #1
South Burlington, VT 05403

with a copy to:

or to such other address as the addressee may designate in writing by notice to the other Party delivered in accordance with the provisions of this Section 12.1.

Section 12.2 No Waiver. The waiver by the City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by the City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay the particular Rent so accepted, regardless of the City’s knowledge of such preceding breach at the time of acceptance of such Rent.

Section 12.3 Lessee’s Subordination. Lessee hereby subordinates and makes this Agreement inferior to all existing and future mortgages, trust indentures, or other security interest of the City or the City’s successor in interest. Lessee shall execute and deliver any documents required to evidence and perfect such subordination.

Section 12.4 Relocation. In the event that proper, planned, and orderly development of the Airport shall require that the City devote any part of the Leased Premises to a different use than that contemplated by this Agreement, or in the case of an emergency, the City shall have the right—upon ninety (90) days’ advance written notice to Lessee and without cost or expense to Lessee—to relocate all or part of the Leased Premises. Said relocated premises shall be of no less area, as conveniently located as is reasonable considering all demands for space at the Airport, and shall be replacement premises of the same or substantially similar quality as those premises vacated. All terms and conditions of this Agreement, except the description of the Leased Premises, shall apply to said relocated premises. If the City exercises the right under this Section 12.4, the City shall reimburse Lessee for the reasonable, documented costs of relocation incurred by Lessee.

Section 12.5 Subordination to Grant Assurances. This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the City and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the City of federal funds for the development of the Airport (“Grant Assurances”). In the event that this Agreement,

either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the City has the right to amend, alter or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.

Section 12.6 Non-Interference with Operation of the Airport. Lessee expressly agrees for itself, its successors and assigns, and all other Lessee's Associates that Lessee shall not conduct operations in or on the Leased Premises in a manner that (i) interferes or might interfere with Airport operations or the reasonable use by others of other leased spaces or common facilities at the Airport, (ii) hinders or might hinder police, fire fighting, or other emergency personnel in the discharge of their duties, (iii) would or would be likely to constitute a hazardous condition at the Airport, (iv) would or would be likely to increase the premiums for insurance policies maintained by the City unless such operations are not otherwise prohibited hereunder and Lessee pays the increase in insurance premiums occasioned by such operations, (v) is contrary to any applicable Grant Assurance; (vi) would contradict or violate any Applicable Laws or Regulations, directive, or similar restriction issued by any Governmental Authority having jurisdiction over the Airport, including the City, FAA, Homeland Security, TSA, and Customs and Border Patrol, (vii) would involve any illegal purposes, or (viii) directly or indirectly interferes with the operation by the City or the FAA of air navigational, communication, or flight equipment on the Airport. In the event this covenant is breached, the City reserves the right, after prior written notice to Lessee, to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee. The City shall have the right to take any action it considers necessary to protect aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting or causing to be erected any building or other structure which, in the sole opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. In the event of a breach in Airport security caused by Lessee, resulting in fine or penalty to the City of which Lessee has received prior written notice, such fine or penalty will be charged to Lessee.

Section 12.7 Emergency Closures. During time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities, and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with provisions of the agreement with the United States Government, will be suspended. Lessee must comply with all local, state, federal orders, directives, regulations, guidance, advisories during public emergencies. Public emergencies include, but are not limited to, national, state and local security emergencies; public health emergencies and pandemics; evacuations; chemical spills; shelter-in-place alerts; severe weather advisories; boil water advisories; and roadway interruptions. Lessee's failure to comply with any local, state, federal orders, directives, regulations, guidance, or advisories during a public emergency shall constitute a breach of this Agreement. The City shall have sole discretion in determining if Lessee is compliant with the above. If a public emergency is declared, the City will not be responsible for any expenses or losses incurred as a result of any public emergency.

Section 12.8 Interpretation.

A. References in the text of this Agreement to articles, sections or exhibits pertain to articles, sections or exhibits of this Agreement, unless otherwise specified.

B. The terms “hereby,” “herein,” “hereof,” “hereto,” “hereunder” and any similar terms used in this Agreement refer to this Agreement. The term “including” shall not be construed in a limiting nature, but shall be construed to mean “including, without limitation.”

C. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

E. Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

Section 12.9 Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of Rent or any other amounts required to be paid under this Agreement. If the City (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a Force Majeure Event, such performance shall be excused to the extent so delayed or hindered during the time when such Force Majeure Event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the Party so delayed or hindered. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such Force Majeure Event. Lessee hereby releases the City from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee or Lessee’s Associates during the Term, including, but not limited to, loss, damage or injury to the aircraft or other personal property of Lessee that may be located or stored in the Leased Premises due to a Force Majeure Event.

Section 12.10 City’s Limitation of Liability. The City shall not be liable to Lessee or Lessee’s Associates for any damages or loss caused to them or their property by any of the following: water, rain, wind, snow ice, sleet, hail, fire, storms, earthquake, volcanic eruption, or any other weather event or condition outside of the City’s control; any Airport tenant, user, operator, or any other third party; or by breakage, stoppage, or leakage of utilities on or adjacent to the Leased Premises. In the event of damage or destruction to the Leased Premises, the City is under no obligation to provide substitute space or property to Lessee.

Section 12.11 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflict of laws. The Parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the U.S. District Court for the District of Vermont. The Parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the Parties’ actions took place in the State of Vermont or elsewhere in the United States.

Section 12.12 Amendments and Waivers. No amendment to this Agreement shall be binding on the City or Lessee unless reduced to writing and signed by both Parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

Section 12.13 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any Party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

Section 12.14 Merger. This Agreement constitutes the final, complete, and exclusive agreement between the Parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither Party has relied on any statement, representation, warranty, nor agreement of the other Party except for those expressly contained in this Agreement.

Section 12.15 Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the Parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

Section 12.16 Further Assurances. Each Party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

Section 12.17 Governmental Immunity and Limitations on Liability. Lessee is hereby advised that any claims made by Lessee against the City, its officers, directors, employees, contractors, or volunteers shall be subject to the limitations set forth 12 V.S.A. § 5601, as the same may be amended from time to time. Nothing in this Agreement shall be construed to waive or limit any governmental or sovereign immunity the City may have, from any claim whatsoever, under statute or judicial precedent.

Section 12.18 Notice of Lease. The Parties will at any time, at the request of either one, promptly execute multiple originals of an instrument, in recordable form which will constitute a notice of lease, setting forth the information required by 27 V.S.A. § 341(c). The City shall, upon request of Lessee, promptly execute and deliver to Lessee any transfer tax returns, affidavits or other documents which shall be required by any recording office as a condition of recording such memorandum or notice of this Agreement. Lessee shall be responsible for all recording fees and other recording costs, including recording taxes, related to the recording of the memorandum or notice of this Agreement.

Section 12.19 No Discrimination. In addition to the federal clauses in Section 12.20, Lessee, for itself, its representatives, successors, and assigns, does hereby covenant and agree that no person on the grounds 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, genetic information or other protected classification shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Lessee's facilities pursuant to its operations

hereunder. Lessee shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6 and 7, relating to fair employment practices, to the extent applicable. All subcontracts permitted hereunder shall include reference to the above.

Section 12.20 Required Federal Clauses. Lessee shall comply, and shall cause Lessee's Associates to comply, with all Laws and Regulations, including all of the required federal clauses in this Section 12.20.

A. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

(i) **Compliance with Regulations:** Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

(ii) **Non-discrimination:** Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21 as it may be amended.

(iii) **Information and Reports:** Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(iv) **Sanctions for Noncompliance:** In the event of Lessee's noncompliance with the Non-discrimination provisions of this contract, the City will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Lease, in whole or in part.

(v) **Incorporation of Provisions:** Lessee will include the provisions of paragraphs (i) through (iv) of this Section 12.20(A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee will take action with respect to any contract or procurement as the City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Lessee may request the City to enter into any litigation

to protect the interests of the City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

D. During the performance of this Agreement, Lessee agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

(i) 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);

(ii) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) as it may be amended;

(iii) 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);

(iv) 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;

(v) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

(vi) 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);

(vii) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(viii) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38; and

(ix) 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).

E. In all its activities within the scope of its airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee. The above provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the airport remains obligated to the Federal Aviation Administration.

F. In the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Lessee agrees that it shall insert the above six provisions (Section 12.20(A) through (F)) in any agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Premises herein leased or owned.

Section 12.21 Condemnation.

A. In the event of a condemnation or a taking by the use of eminent domain of all or any part of the Leased Premises, all proceeds of such condemnation or taking shall be apportioned to Lessee and the City as follows:

(i) The amount awarded for the taking of the Leased Premises shall belong to the City.

(ii) Lessee shall have the right to recover such compensation as may be awarded for the value of its property interest and business conducted on the Leased Premises including but not limited to the loss, if any, sustained by Lessee as a result of the

termination of this Agreement for loss of business, fixtures, goodwill, moving expenses and attorneys' fees and costs, and for any other damages sustained by Lessee as a result of such condemnation, provided that Lessee may not pursue the City for any such costs unless the City is the condemning entity.

B. If the condemnation or taking by eminent domain is such that Lessee cannot reasonably conduct its business, then at Lessee's option, the Agreement may be terminated upon sixty (60) days prior written notice to the City. In the event of a partial condemnation of the Leased Premises, this Agreement shall not be terminated, provided there should be an equitable reduction in the amount of Rent payable under this Agreement.

Section 12.22 Public Records Act. Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Vermont Public Records Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages, or sections that 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.

Section 12.23 Livable Wage Ordinance. Lessee shall comply with all applicable requirements of the City's Livable Wage Ordinance, B.C.O. 21-80 et seq ("LWO"), in connection with this Agreement. Among other things, Lessee shall pay all "covered employees" as defined in the LWO (including the covered employees of contractors and subcontractors) a livable wage, as determined or adjusted annually by the City, and shall provide paid time off during the entirety of the Term pursuant to the requirements of the LWO and as further agreed to by Lessee in the Livable Wage Ordinance Certification contained in Respondent's Proposal.

Section 12.24 Outsourcing Ordinance. Lessee shall comply with, and cause its officers, directors, employees, contractors, subcontractors, permitted sublessees, and other representatives to comply with, the City of Burlington's Outsourcing Ordinance, B.C.O. §§ 21-90 – 21-93, in carrying out its rights and obligations under this Agreement.

Section 12.25 Union Deterrence Ordinance. Lessee shall comply with, and cause its officers, directors, employees, contractors, subcontractors, permitted sublessees, and other representatives to comply with, the City of Burlington's Union Deterrence Ordinance, B.C.O. §§ 21-100 et seq., in carrying out its rights and obligations under this Agreement.

Section 12.26 Casualty. In the event of a casualty to the Leased Premises, the City may, at its option, apply proceeds of any insurance policy of the City covering the casualty to the repair and restoration of the Leased Premises. If the casualty is such that Lessee cannot reasonably conduct its business, and the City elects not to repair/restore the Leased Premises, then at Lessee's option, the Agreement may be terminated upon sixty (60) days prior written notice to the City. In the event of a partial casualty of the Leased Premises, this Agreement shall not be terminated, provided there should be an equitable reduction in the amount of Rent payable under this Agreement.

Section 12.27 Dispute Resolution. The Parties shall make their designation representative available to meet within a reasonable time to discuss issues relating to the Agreement or the Leased Premises. Each Party shall take such actions as reasonably necessary to address any issues within a reasonable time.

Section 12.28 No Third-Party Beneficiaries. This Agreement is made for the sole and exclusive benefit of the City and Lessee, and is not made for the benefit of any third party.

Section 12.29 Authority. The persons signing this Agreement hereby warrant that they have full authority to sign this Agreement on behalf of the respective Parties.

Section 12.30 Entire Agreement. This Agreement constitutes the entire agreement of the parties regarding the matters described herein, and any representations or understandings not included herein shall have no effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties, as evinced by the signatures of their duly authorized agents, do hereby execute this Agreement as of the Effective Date.

CITY OF BURLINGTON,
a municipal corporation of the State of Vermont

By: _____
Name: _____
Title: _____

STATE OF VERMONT)
) ss.
COUNTY OF CHITTENDEN)

The foregoing instrument was acknowledged before me this ____ day of May, 2026, by
_____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Leased Premises and License Area

Exhibit A
Leased Premises

FACILITY LEASE AGREEMENT

between

THE CITY OF BURLINGTON, VERMONT

and

PRATT & WHITNEY ENGINE SERVICES, INC.

dated as of

February 1, 2026

TABLE OF CONTENTS

	Page No.
Article I DEFINITIONS.....	1
Section 1.1 <u>Definitions</u>	1
Article II LEASE OF LEASED PREMISES; TERM.....	4
Section 2.1 <u>Lease of Leased Premises</u>	4
Section 2.2 <u>Term</u>	4
Section 2.3 <u>Holding Over; Rights at Expiration</u>	4
Section 2.4 <u>City’s Right of Entry</u>	5
Section 2.5 <u>Ownership of Leased Premises</u>	6
Article III RENTAL; SECURITY DEPOSIT.....	6
Section 3.1 <u>Rent</u>	6
Section 3.2 <u>Insufficient Funds Charge</u>	7
Section 3.3 <u>Time and Place of Payments</u>	7
Section 3.4 <u>Electronic Payment</u>	7
Section 3.5 <u>Failure to Pay Rent, Fees, or Charges</u>	7
Section 3.6 <u>Security Deposit</u>	7
Section 3.7 <u>Additional Rent</u>	7
Article IV OCCUPANCY, USE, AND CONDITIONS OF LEASED PREMISES	8
Section 4.1 <u>Condition of Leased Premises</u>	8
Section 4.2 <u>Improvements</u>	9
Section 4.3 <u>Access</u>	9
Section 4.4 <u>Use of Leased Premises</u>	10
Section 4.5 <u>No Unauthorized or Prohibited Use</u>	10
Section 4.6 <u>Compliance with Laws</u>	10
Section 4.7 <u>Permits and Licenses</u>	10
Section 4.8 <u>Payment of Taxes</u>	10
Section 4.9 <u>No Liens</u>	11
Section 4.10 <u>Americans with Disabilities Act</u>	11
Article V REPRESENTATIONS AND WARRANTIES.....	11
Section 5.1 <u>Representations by the City</u>	11
Section 5.2 <u>Representations by Lessee</u>	11
Article VI OBLIGATIONS OF LESSEE	12
Section 6.1 <u>Plans and Specifications</u>	12
Section 6.2 <u>Operations and Maintenance</u>	12
Section 6.3 <u>Utilities</u>	12

Section 6.4	<u>Signs</u>	13
Section 6.5	<u>Security</u>	13
Section 6.6	<u>Obstruction Lights</u>	13
Section 6.7	<u>Trash, Garbage and Other Refuse</u>	13
Section 6.8	<u>Supervision</u>	13
Article VII ENVIRONMENTAL CONDITIONS.....		14
Section 7.1	<u>General Conditions</u>	14
Section 7.2	<u>Obligations upon Termination; Remediation</u>	17
Section 7.3	<u>No Liability for Business Interruption</u>	17
Section 7.4	<u>Environmental Indemnification</u>	18
Section 7.5	<u>Remedies Cumulative</u>	18
Section 7.6	<u>Survival</u>	18
Article VIII OBLIGATIONS OF THE CITY.....		18
Section 8.1	<u>Delivery of Leased Premises</u>	18
Section 8.2	<u>Access</u>	19
Section 8.3	<u>Snow Removal</u>	19
Article IX INSURANCE AND INDEMNIFICATION.....		19
Section 9.1	<u>Insurance</u>	19
Section 9.2	<u>Lessee's Indemnification and Duty to Pay Damages</u>	22
Section 9.3	<u>Performance Bond and Payment Bond</u>	22
Article X DEFAULT AND REMEDIES.....		23
Section 10.1	<u>Termination by the City</u>	23
Section 10.2	<u>Termination by Lessee</u>	24
Section 10.3	<u>Survival</u>	25
Article XI ASSIGNMENT AND SUBLEASING.....		25
Section 11.1	<u>Assignment by Lessee</u>	25
Section 11.2	<u>Subleasing by Lessee</u>	25
Section 11.3	<u>Assignment by City</u>	26
Section 11.4	<u>Encumbrances</u>	26
Article XII MISCELLANEOUS PROVISIONS.....		26
Section 12.1	<u>Notices</u>	26
Section 12.2	<u>No Waiver</u>	27
Section 12.3	<u>Lessee's Subordination</u>	27
Section 12.4	<u>Relocation</u>	27
Section 12.5	<u>Subordination to Grant Assurances</u>	28
Section 12.6	<u>Non-Interference With Operation of the Airport</u>	28

Section 12.7	<u>Emergency Closures</u>	28
Section 12.8	<u>Interpretation</u>	29
Section 12.9	<u>Force Majeure</u>	29
Section 12.10	<u>City’s Limitation of Liability</u>	30
Section 12.11	<u>Governing Law and Venue</u>	30
Section 12.12	<u>Amendments and Waivers</u>	30
Section 12.13	<u>Severability</u>	30
Section 12.14	<u>Merger</u>	30
Section 12.15	<u>Relationship of Parties</u>	31
Section 12.16	<u>Further Assurances</u>	31
Section 12.17	<u>Governmental Immunity and Limitations on Liability</u>	31
Section 12.18	<u>Notice of Lease</u>	31
Section 12.19	<u>No Discrimination</u>	31
Section 12.20	<u>Required Federal Clauses</u>	31
Section 12.21	<u>Condemnation</u>	35
Section 12.22	<u>Public Records Act</u>	35
Section 12.23	<u>Livable Wage Ordinance</u>	35
Section 12.24	<u>Outsourcing Ordinance</u>	36
Section 12.25	<u>Union Deterrence Ordinance</u>	36
Section 12.26	<u>Casualty</u>	36
Section 12.27	<u>Cooperation</u>	36
Section 12.28	<u>No Third-Party Beneficiaries</u>	36
Section 12.29	<u>Authority</u>	36
Section 12.30	<u>Entire Agreement</u>	37

AERONAUTICAL FACILITY LEASE AGREEMENT

THIS AERONAUTICAL FACILITY LEASE AGREEMENT (this “Agreement”) effective as of this **first (1st) day of February, 2026** (the “Effective Date”), by and between the CITY OF BURLINGTON, VERMONT, a municipal corporation under the laws of the State of Vermont, located in Chittenden County, Vermont (the “City”), and PRATT & WHITNEY ENGINE SERVICES, INC., a Delaware corporation (“Lessee” and, together with the City, the “Parties” and each a “Party”).

RECITALS

WHEREAS, the City is the owner and operator of the Patrick Leahy Burlington International Airport in South Burlington, Vermont (the “Airport”);

WHEREAS, the City has the right, title and interest in and to the real property on the Airport, together with the facilities, easements, rights, licenses, and privileges hereinafter granted, and has full power and authority to enter into this Agreement in respect thereof;

WHEREAS, the City owns that certain real property and facilities located within the Airport legally described and/or depicted on **Exhibit A** attached hereto and made part hereof, and generally known as One Eagle Hanger located at 1 Eagle Drive, South Burlington, Vermont 05403, (together, the “Leased Premises”);

WHEREAS, the City desires to lease the Leased Premises to Lessee for aeronautical purposes beneficial to the City, the aviation community, and the general public; and

WHEREAS, the Parties hereto wish to memorialize their agreement herein and they agree as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which by this reference are hereby incorporated into this Agreement, and the mutual covenants contained in this Agreement, the Parties hereto hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions.

A. “Agreement” shall have the meaning set forth in the Preamble.

B. “Airport” shall mean the Patrick Leahy Burlington International Airport located in South Burlington, Vermont.

C. “Airport Rules and Regulations” shall mean all Airport rules, regulations, and policies adopted by the City, including but not limited to the Airport rules and regulations in Appendix E of the City Charter, as may be amended from time to time.

D. “Applicable Laws and Regulations” shall mean any and all existing and future federal, state, and local laws, rules, and regulations (as amended or otherwise modified from time to time) that are applicable to this Agreement, Lessee’s construction of the Improvements, and Lessee’s use, occupancy, or operations at the Leased Premises, which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law that may be applicable at any time during the Term, including, but not limited to, the Airport Rules and Regulations, the Grant Assurances, master plans and zoning codes, Environmental Laws, any and all plans and programs developed in compliance with such requirements.

E. “Authorized Use” shall mean the aeronautical use and occupancy of the Leased Premises by Lessee for: (i) the maintenance of small general aviation aircraft, including engine repair and assembly, and to conduct other aeronautical activities in support of such operations; (ii) the parking of general aviation aircraft on which maintenance is or will be performed by Lessee; and (iii) to otherwise perform any of Lessee’s obligations, rights, or privileges set forth in this Agreement upon the Leased Premises, subject to the terms and conditions herein.

F. “Base Rent” shall have the meaning set forth in Section 3.1(A) herein.

G. “City” shall mean the City of Burlington, Vermont, a municipal corporation under the laws of the State of Vermont, located in Chittenden County, Vermont.

H. “Cure Period” shall have the meaning set forth in Section 10.1(A).

I. “Default” shall mean Lessee’s or the City’s breach of this Agreement as set forth in Section 10.1(A) and Section 10.2(B), respectively.

J. “Electronic Payment” shall have the meaning set forth in Section 3.4 herein.

K. “Electronic Payment Notice” shall have the meaning set forth in Section 3.4 herein.

L. “Environmental Laws” shall mean all and include all applicable federal, state, local statutes, ordinances, regulations and rules relating to protection of environmental quality and human health and safety (as relates to exposure to Hazardous Materials), including contamination and clean-up of Hazardous Materials, as they currently exist or may exist in the future, including, without limitation, the Vermont Hazardous Waste Management Regulations; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Clean Water Act, 33 U.S.C. §1251 et seq., the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. §1401 et seq.; the Noise Control Act, 42 U.S.C. §4901 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act, and the Emergency Planning and Community Right to Know Act, and the Radon Gas and Indoor Air Quality Research Act; the Hazardous Material Transportation Act, 49 U.S.C. §9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. §2601 et seq.; the Atomic Energy Act, 42 U.S.C. §2011 et seq.; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. §1010 et seq.

- M. “Existing Facilities” shall have the meaning set forth in the Recitals.
- N. “FAA” shall mean the United States Federal Aviation Administration.
- O. “FF&E” shall mean movable furniture, fixtures, and other equipment that are not permanently affixed to the Leased Premises.
- P. “Force Majeure Event” shall mean an act or event, whether foreseen or unforeseen, that prevents a Party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such Party, and that such Party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, pandemic, war, riots, strikes, accidents, fire, and changes in law.
- Q. “Governmental Authority” or “Governmental Authorities” shall mean any federal, state, county, municipal, or other governmental entity (including but not limited to the City in its governmental capacity), or any subdivision thereof, with regulatory or administrative authority, pursuant to Applicable Laws and Regulations, over Lessee, Lessee’s operations, the Authorized Use, the Airport, or aeronautical or nonaeronautical operations at or with respect to the Airport.
- R. “Grant Assurances” shall have the meaning set forth in Section 12.5.
- S. “Hazardous Materials” shall mean any material, substance or waste that is defined, listed or regulated as hazardous, toxic, a pollutant, a contaminant, or words of similar import and meaning under any Environmental Law, including oil or petroleum products and asbestos.
- T. “Homeland Security” shall mean the United States Department of Homeland Security.
- U. “Improvements” shall mean any and all buildings, structures, fixtures, appurtenances, site work, site utilities, or other improvements, including tenant improvements, to be located, installed, or constructed on the Leased Premises by Lessee.
- V. “Leased Premises” shall have the meaning set forth in Section 2.1 and as further described and/or depicted in **Exhibit A**.
- W. “Lessee” shall have the meaning set forth in the Preamble.
- X. “Lessee’s Associates” shall mean Lessee’s employees, officers, directors, personnel, approved sublessees, contractors, subcontractors, suppliers, agents, invitees, and other representatives.
- Y. “SIDA” shall mean the Secure Identification Display Area as designated by the City.
- Z. “Term” shall mean the duration of time in which this Agreement is effective, inclusive of the original term and any extensions thereof as specified in Section 2.3.
- AA. “Option Term” shall have the meaning set forth in Section 2.3.

BB. “Parking Lot” shall have the meaning set forth in Section 2.2.

CC. “Plans and Specifications” shall have the meaning set forth in Section 6.1.

DD. “Property” shall have the meaning set forth in the Recitals.

EE. “Rent Adjustment Date” shall mean the date upon which Rent is adjusted pursuant to Section 3.1(B).

FF. “Rent” shall mean all amounts due and payable under this Agreement in accordance with Section 3.1, including but not limited to Base Rent, any adjustments thereto, charges, fees, and any interest accruing on the same.

GG. “TSA” shall mean the United States Transportation Security Administration.

HH. “Year” as used in this Agreement shall mean the twelve-month period beginning on the Effective Date, with successive years commencing on the anniversary of the Effective Date.

ARTICLE II LEASE OF LEASED PREMISES; TERM

Section 2.1 Lease of Leased Premises.

A. The City hereby leases to Lessee, and Lessee hereby rents from the City for its exclusive use, the facility and real property located at 1 Eagle Drive, South Burlington, VT, 05403, consisting generally of a hangar and associated vehicle parking, as depicted and further described in Exhibit A (“Leased Premises”), for and during the Term, and subject to the terms, provisions, and conditions set forth in this Agreement.

Section 2.2 Term.

The initial term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date, and unless sooner terminated pursuant to the provisions of this Agreement (the “Term”). Tenant shall have the option to extend the Term for two additional periods of five (5) years each (each an “Option Term”). Lessee shall submit a written request to exercise each Option Term to the City not less than ninety (90) days prior to the scheduled expiration of the Term (as the same may have been previously extended, and a failure to submit such notice shall be deemed a waiver of all remaining Option Term(s)). Any reference to the “Term” herein shall be inclusive of each Option Term, if exercised.

Section 2.3 Holding Over; Rights at Expiration.

A. *Holding Over.* If Lessee retains all or any portion of the Leased Premises after the termination of the Term by lapse of time or otherwise, such holding over shall constitute the creation of a tenancy at will with respect to such retained portion, terminable by the City at any time upon thirty (30) days prior written notice to Lessee. Under such tenancy at will, Lessee agrees to pay to the City as liquidated damages, and not as a penalty, One Hundred Fifty Percent (150%) of the amount otherwise payable hereunder (at the level applicable for the immediately preceding

Rent Adjustment Date) that would have been due during the period of time Lessee remains in possession of the Leased Property. All provisions of this Agreement shall remain in full force and effect during such holdover period. The City's acceptance of Rent after such termination shall not result in a renewal of this Agreement, nor affect the City's right of re-entry or any rights of the City hereunder or as otherwise provided by law. If Lessee fails to vacate the Leased Premises within ninety (90) days after the City's termination and written demand(s) to vacate, Lessee shall indemnify and hold the City harmless from all loss or liability including, without limitation, any claim made by any succeeding lessee resulting from such failure to surrender, together with interest, reasonable attorney's fees, costs, and expenses.

B. *Ownership of Improvements Upon Termination.* Upon the expiration or termination of the Term, any Improvements and permanent fixtures on the Leased Premises shall immediately become property of the City and no compensation will be paid by the City for any such Improvements or fixtures. Lessee agrees that neither it nor any successor or assign of Lessee will pursue or file any claim against the City claiming compensation for the cost of any Improvements under a theory of condemnation inverse or otherwise or for any taking and further releases the City from any claim, presently or in the future, of any damages related to this Section 2.4(B).

C. *Return of Premises.* Upon the expiration or termination of the Term, Lessee shall at its own expense: (i) deliver the Leased Premises to the City in as good a condition as of the Effective Date (or if later improved, as so improved), the condition of the space prior to it being delivered is documented in photos included in **Exhibit B** attached hereto, excepting only casualty, condemnation, and normal wear and tear; (ii) remove all of Lessee's personal property (including its FF&E and trade fixtures, if any) and possessions from the Leased Premises. Lessee shall, at its sole cost and expense, repair any damage to the Leased Premises caused by Lessee's removal of such personal property. Any of Lessee's personal items remaining in or on the Leased Premises after the expiration or termination of this Agreement shall be deemed abandoned by Lessee and become the sole property of the City.

Section 2.4 City's Right of Entry.

A. *Inspection of Leased Premises.* The City, through its duly authorized agents, shall have at any time the full and unrestricted (except as set forth below) right to enter the Leased Premises for the purpose of periodic inspection for fire protection and maintenance and to investigate compliance with the terms of this Agreement; provided that, except in the case of emergency, such right shall be exercised upon reasonable prior notice to Lessee and with an opportunity for Lessee to have an employee or agent present, and will not unreasonably interfere with Lessee's Authorized Use of the Leased Premises. Lessee shall provide the Director of Aviation with serviceable keys to all of its facilities to permit the exercise of the City's rights hereunder.

B. *Facility Maintenance.* The City, through its duly authorized agents, shall have the right to enter the Leased Premises, upon reasonable prior notice to Lessee and with an opportunity for Lessee to have an employee or agent present, to (i) perform essential maintenance, repair, relocation, or removal of existing underground or overhead facilities owned by the City, including but not limited to wires, pipes, drains, cables, and conduits located on or across the Leased Premises, and (ii) to construct, maintain, repair, relocate, and remove such facilities in the future

if necessary to carry out the master plan of development of the Airport, provided that such work shall not unreasonably disrupt or unduly interfere with the Authorized Use or permitted operations of Lessee. Nothing herein shall be construed to impose upon the City any obligations to construct or maintain or to make repairs, replacements, alterations, or additions, or shall create any liability for any failure to do so, except as otherwise set forth in Section 6.2, Section 6.3, Article VIII, and this section. Furthermore, nothing herein shall be construed to lessen Lessee's responsibilities under Section 6.2. The City shall not be liable for any damage to the Leased Premises, any other property in Lessee's possession, or any other persons, improvements, or personal property located in or thereupon, other than to repair or remedy such damage as may be occasioned by any activity undertaken by the City under this Agreement.

Section 2.5 Ownership of Leased Premises.

The City and Lessee intend and hereby agree that the Leased Premises shall be and remain the property of the City during the entire term of this Agreement and thereafter.

**ARTICLE III
RENTAL; SECURITY DEPOSIT**

Section 3.1 Rent.

In consideration for the use of the Leased Premises herein granted, Lessee shall pay to the City the rental amounts as set forth below (the "Rent").

A. *Base Rent.* Lessee shall pay to the City Rent equaling a total annual sum of Twenty-Three Thousand Seven Hundred Thirty-Five Dollars and Sixty Cents (\$23,735.60) for ground rent, and Two Hundred Fifty-Seven Thousand Seven Hundred Dollars and Eighty Cents (\$257,700.80) for building rent, for a total annual rent of Two Hundred Eighty-One Thousand Four Hundred Thirty-Six Dollars and 40 Cents (\$281,436.40) (the "Base Rent"). The Base Rent shall be payable in equal monthly installments, beginning on the Effective Date, of Twenty-Three Thousand Four Hundred and Fifty-Three Dollars and Three Cents (\$23,453.03).

B. *Annual Rent Adjustment.* Beginning on the second anniversary of the Effective Date, and on each subsequent anniversary thereafter during the initial Term (each a "Rent Adjustment Date") the Base Rent shall be increased by the percentage change in the Consumer Price Index – All Urban Consumers (CPI-U), as measured between the most recent calendar month for which data is available against the same calendar month in the preceding year.

C. *Rent During Option Term(s).* Base Rent during an Option Term shall be set by the City at an amount equal to one hundred percent (100%) of the market rental rate for comparable premises in the greater-South Burlington area at the start of each such Option Term, including, but not limited to: location, quality and image of building, quantity and quality of space, financial strength of the tenant, base rent, operating expenses, concessions including improvement allowance, leasing commissions, and any other relevant economic factors. The City must provide written notice to Lessee of the adjusted Base Rent no less than ninety (90) days before it will become effective. Base Rent for each Option Term shall increase at the rate of two and one-half percent (2.5%) per annum commencing on the first day of the second year of the Option Term and continuing on the anniversary of the start of the Option Term thereafter.

Section 3.2 Insufficient Funds Charge.

There shall be an extra charge of **THIRTY DOLLARS (\$30.00)** on any check returned by the bank for insufficient funds or account not existing.

Section 3.3 Time and Place of Payments.

Lessee shall pay the City Rent on a monthly basis without demand and in advance on or before the first (1st) day of each calendar month during the Term. If the Effective Date does not fall on the first (1st) day of a calendar month, Lessee shall pay to the City, on or before the Effective Date, Rent prorated for the first (1st) month of the Term. Lessee shall pay to the City Rent, Additional Rent, and all other amounts due and payable under this Agreement to the City by check, made at the office of the Director of Aviation, Burlington International Airport, located at 1200 Airport Drive #1, South Burlington, Vermont 05403, or in the manner otherwise prescribed by the City after written notice to Lessee.

Section 3.4 Electronic Payment.

Upon no less than thirty (30) days prior written notice to Lessee (the “Electronic Payment Notice”), the City shall have the right to require Lessee to make subsequent payments of Rent, any additional back rent, and other monies due pursuant to the terms of this Agreement by means of electronic funds transfer determined by the City in its sole and absolute discretion (the “Electronic Payment”). The Electronic Payment Notice shall set forth the proper bank ABA number, account number, and designation of the account to which such Electronic Payment shall be made. Lessee shall promptly notify the City in writing of any additional information that will be required to establish and maintain Electronic Payment from Lessee’s bank or financial institution. The City shall have the right, after at least thirty (30) days prior written notice to Lessee, to change the name of the depository for receipt of any Electronic Payment and to discontinue payment of any sum by Electronic Payment.

Section 3.5 Failure to Pay Rent, Fees, or Charges.

In the event Lessee fails to make timely payment of any Rent, fees, charges, or other amounts due and payable in accordance with the terms of this Agreement within ten (10) days of the date due, interest at the rate of two and one half percent (2.5%) shall accrue against the delinquent amounts from the date due until the date payment is received by the City. Notwithstanding the foregoing, the City shall not be prevented from utilizing the remedies under this Agreement or otherwise available at law or in equity to recover such delinquent amounts.

Section 3.6 Security Deposit.

Omitted.

Section 3.7 Additional Rent.

Lessee shall pay as Additional Rent hereunder the following payments to the City in the manner prescribed herein.

A. *Real Estate Taxes.* Lessee shall pay the City Lessee's proportionate share of all real estate taxes paid by the City assessed against the Leased Premises in the relevant real estate assessment. Lessee's proportionate share shall be calculated as the ratio that the total square footage of the Leased Premises bears to the total square footage of all other land and buildings included in the real estate assessment.

B. *Casualty Insurance.* Lessee shall pay the City Lessee's proportionate share of all casualty insurance paid by the City, including any premiums payable by the City covering the Leased Premises in which the building and improvements are located.

C. *Payment.* All payments required this Section 3.7 shall be made in monthly installments by Lessee to the City on or before the first (1st) day of each calendar month, in advance, in an amount estimated by the City as evidenced by a written notice thereof, together with reasonable supporting documentation, delivered from the City to Lessee before the start of each Year. Within thirty (30) days after the end of each Year, the City shall provide Lessee with a statement (a "Reconciliation Statement") showing in reasonable detail the actual amounts incurred by the City during such Year. Lessee shall be entitled to inspect and examine and/or have a reputable independent certified public accountant or other consultant, paid on a non-contingency basis, selected by Lessee audit the books and records of the City relating to the determination of the Reconciliation Statement. If Lessee disputes any amounts shown in the Reconciliation Statement after concluding its audit, Lessee shall give the City a notice specifying in reasonable detail the basis for Lessee's disagreement and the amount of the Additional Rent payment refund Lessee claims is due. Lessee's notice shall be delivered within ten (10) days after the date Lessee concludes its audit and no later than six (6) months after Lessee's receipt of the Reconciliation Statement. The Parties shall make good faith efforts to reach mutual agreement on the claims made in Lessee's notice. If the total amount paid by Lessee under this section for any Year during the Term shall be less than the actual amount due from Lessee for such Year, Lessee shall pay to the City the difference between the amount paid by Lessee and the actual amount due within ten (10) days after (i) Lessee's receipt of the Reconciliation Statement, (ii) the date Lessee concludes its audit, or (iii) the Parties reach mutual agreement on the claims made in Lessee's notice, as the case may be. If the total amount paid by Lessee hereunder for any Year of the Term shall exceed such actual amount due from Lessee for such Year, such excess shall be credited against the next monthly installment or installments of Additional Rent due from Lessee to the City hereunder or, if such excess occurs in the last lease Year, it shall be promptly paid to Lessee. For the Years in which this Agreement commences and terminates, the provisions of this section shall apply, and Lessee's liability for its proportionate share of any taxes and assessments and insurance premiums for such Years shall be subject to a pro rata adjustment based on the number of days of said Years during which the Term of this Agreement is in effect.

ARTICLE IV
OCCUPANCY, USE, AND CONDITIONS OF LEASED PREMISES

Section 4.1 Condition of Leased Premises.

Lessee accepts the Leased Premises as is. Lessee releases the City and holds it and its officers, directors, employees, and agents harmless for any claims arising out of any condition of

the Leased Premises, to the extent caused by the negligence or intentional misconduct of Lessee or those for whom it is legally responsible

Section 4.2 Improvements.

A. Lessee shall not make any Improvements without advanced written approval by the City. Except as specifically set forth in this Section 4.2, Lessee shall be solely responsible for all costs associated with any Improvements, without reimbursement or further consideration from the City.

B. Section 4.2.A notwithstanding, the City agrees to reimburse Lessee for limited material, labor, and construction costs (not to include Lessee overhead) associated with Lessee's completion of certain Improvements (the "Reimbursable Improvements") as specifically set forth Exhibit C. The City's reimbursement obligation is limited to Five Hundred Thousand Dollars and Zero Cents (\$500,000.00), and payment will only be due from the City to Lessee upon:

(i) Substantial completion of the Reimbursable Improvements;

(ii) Lessee's submission to the City of a demand for payment, together with reasonable documentation evidencing expenditures on the Reimbursable Improvements; and

(iii) Lessee's written certification that there are no outstanding liens on the Leased Premises or unpaid invoices associated with the Reimbursable Improvements.

C. With reasonable diligence and by the deadlines for each entry as outlined on Exhibit C, the City will undertake and complete the building repairs and maintenance as outlined in Exhibit C (the "City Improvement Obligations").

Section 4.3 Access.

Lessee and Lessee's Associates may ingress and egress at all times across the common areas of the Airport (in the areas designated by the City, for the purposes for which they were designed, and as permitted by Applicable Laws and Regulations) on a non-exclusive basis and to the extent reasonably necessary for Lessee's Authorized Use of the Leased Premises. The City shall use reasonable efforts to ensure Lessee has consistent access to and from the Leased Premises across the apron identified on Exhibit D, and shall reasonably and promptly respond to Lessee notifications of obstructed access on this apron. Lessee shall comply, and shall cause Lessee's Associates to comply, with any ground vehicle driver training program the City may require. During special events at the Airport, Lessee acknowledges that the standard operating procedure at the Airport may be altered such that egress and ingress to the Leased Premises may be altered by the City. The City will notify Lessee in writing of any special events or closures that will impede Lessee's use of the Leased Premises, at least five (5) days prior to such alteration, and shall provide Lessee with a reasonable alternative for access to and from the Leased Premises. Lessee's failure to comply with the altered procedure is a Default of this Agreement, which shall be subject to the Cure Period as set forth in Section 10.1(A).

Section 4.4 Use of Leased Premises.

At all times during the Term, Lessee shall use the Leased Premises only for the Authorized Use, subject to the terms and conditions of this Agreement.

Section 4.5 No Unauthorized or Prohibited Use.

Lessee and Lessee's Associates shall use the Leased Premises and the Airport only for the Authorized Use and other purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized or prohibited use of the same. Prohibited uses include, but are not limited to: restricting access on any road or other area that Lessee does not lease; placing waste materials on the Airport or disposing of such materials in violation of any Applicable Laws and Regulations; non-aeronautical uses that impede the aeronautical utility of the Airport; any use that would constitute a public or private nuisance or a disturbance or annoyance to other Airport users; driving a motor vehicle in a prohibited Airport location; the use of parking areas in a manner not authorized by the City; any use that would interfere with Airport operations, threaten the safety or efficiency of such operations or Airport users, or violate any Applicable Laws and Regulations; and any use that would be prohibited by or would impair coverage under either Party's insurance policies or would cause an increase in the existing rate of insurance upon the Leased Premises.

Section 4.6 Compliance with Laws.

Lessee shall comply, and cause Lessee's Associates to comply, with any and all Applicable Laws and Regulations and all permits and licenses which may be necessary or required for Lessee's Authorized Use, including but not limited to the construction of any Improvements. Upon the City's written request, Lessee shall verify, within a reasonable time, compliance with any Applicable Laws and Regulations. Lessee and Lessee's Associates shall also comply with the Airport Security Plan and all lawful, reasonable, and nondiscriminatory Airport policies. Lessee shall conduct the Authorized Use only in accordance with the Minimum Standards, as they may be amended from time to time. Lessee's failure to comply with the Minimum Standards shall be a breach of this Agreement. Lessee may not park or store any non-aircraft Vehicles including motorcycles, recreational vehicles, boats, trailers, or any personal items within the Leased Premises. Lessee shall promptly remove any noncompliant personal property from the Leased Premises upon written notice from the Director of Aviation.

Section 4.7 Permits and Licenses.

Lessee, at its sole cost and expense, shall obtain and maintain in current status all permits and licenses that are required under any Applicable Laws and Regulations in connection with this Agreement, including but not limited to the Authorized Use, Lessee's construction and/or installation of any Improvements, and Lessee's use, occupancy, or operations at the Leased Premises or the Airport. Lessee shall furnish copies of all such permits and licenses to the City upon the request of the City.

Section 4.8 Payment of Taxes.

Lessee shall timely pay all taxes, fees, assessments, and levies related to Lessee's use, occupancy, or operations at the Leased Premises or the Airport and all other obligations for which

a lien may be created relating thereto (including, but not limited to, utility charges and work for any Improvements).

Section 4.9 No Liens.

Lessee shall pay for all labor done or materials furnished in the repair, replacement, maintenance, development, or improvement of the Leased Premises by Lessee and shall keep the Leased Premises, Improvements, and Lessee's interest therein free and clear of any lien or encumbrance created by Lessee's act or omission, or that of Lessee's Associates. Within thirty (30) days of the filing of any lien or claim, Lessee shall pay all lawful claims made against the City and discharge all liens filed or which exist against the Leased Premises, the Improvements, or any other portion of the Airport (other than Lessee's trade fixtures or trade equipment) to the extent such claims arise out of or in connection with labor done or materials furnished in the repair, replacement, maintenance, development or improvement of the Leased Premises. However, Lessee shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement upon furnishing security in form acceptable to the City, in an amount equal to one hundred percent (100%) of such claim or lien, which insures that such claim or lien will be properly and fully discharged in the event that such contest is determined against Lessee or the City. Lessee shall give timely notice to the City of all such claims and liens of which it becomes aware. When contracting for any work in connection with the Leased Premises, Lessee shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against the City's real property or any interest therein. Lessee is solely responsible for ensuring that all requirements are met such that such lien waivers are effective and enforceable.

Section 4.10 Americans with Disabilities Act.

Lessee shall, at its own expense, comply with the standards for accessible design known as the Americans with Disabilities Act ("ADA") Accessibility Guidelines to the extent required by Lessee's specific use of the Leased Premises in designing, constructing, and operating the Improvements. Lessee shall be subject to this obligation regardless of whether any Governmental Authority requires the City to be the applicant of record. The City shall, at its own expense, ensure that the Leased Premises comply with such guidelines.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES**

Section 5.1 Representations by the City.

The City represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of the City.

Section 5.2 Representations by Lessee.

Lessee represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Lessee.

**ARTICLE VI
OBLIGATIONS OF LESSEE**

Section 6.1 Plans and Specifications.

With respect to any Improvements, Lessee shall, at its sole cost and expense, select qualified architects and engineers to prepare, as applicable, the architectural, site, structural, mechanical and/or electrical drawings and specifications for the Improvements as required by the appropriate local planning and zoning authorities and pursuant to this Agreement and all Applicable Laws and Regulations (collectively, the “Plans and Specifications”). Before implementing the Plans and Specifications or any changes thereto, Lessee shall obtain the City’s prior written approval of such Plans and Specifications and any changes thereto, which approval shall not be unreasonably withheld.

Section 6.2 Operations and Maintenance.

The City shall, at the City’s cost and expense, make all capital repairs that it deems reasonably necessary to ensure continuous and sound operation of the Leased Premises, in its sole discretion, during the Term. As used herein, “capital repairs” includes repairs to the structure of the building on the Leased Premises and operating systems, including, without limitation, the foundation, roof, windows, doors, pavement, HVAC system, plumbing, and electrical. Lessee, at its sole cost and expense, shall be responsible for maintenance, other than capital repairs, of the Leased Premises, all Improvements, and all FF&E thereon in a condition that is clean, free of debris, safe, sanitary, and in good repair (including, without limitation, the Improvements to the foundation, roof, windows, doors, pavement, HVAC system, plumbing, and electrical). Lessee, at its sole cost and expense, shall at its own expense create, execute, and maintain a comprehensive snow removal and landscaping plan for the Leased Premises. Lessee shall perform all work, maintenance, and repairs in accordance with Applicable Laws and Regulations and in a good and workmanlike manner. Lessee shall promptly remedy any condition that fails to meet the standards set forth in this Section 6.2. Without limiting the foregoing obligations, Lessee shall not store on the Leased Premises any inoperable equipment, discarded or unsightly materials, or materials likely to create a hazard and shall not use areas outside of enclosed buildings for storage. Lessee shall store trash in covered metal receptacles and shall not accumulate or permit the accumulation of any trash, refuse, or debris on the Leased Premises. Any Hazardous Materials shall be governed by Article 7. Failure to maintain the Leased Premises, Improvements, or FF&E in a state of good repair or in the condition required by this Section 6.2 shall be a Default, which shall be subject to the Cure Period as set forth in Section 10.1(A).

Section 6.3 Utilities.

Lessee shall furnish to the Leased Premises and pay for all utilities, including but not limited to telephone, gas, electric power, water, heat, air conditioning, sewer, storm water, janitorial services, and garbage and trash removal associated with the Leased Premises and shall make such deposits as are required to secure service. Lessee shall be responsible for any water or sewer impact fees incurred by Lessee’s use of the Leased Premises. Any repairs of the utility lines other than those which are the responsibility of the utility service are the responsibility of Lessee, except that the City shall be responsible for repairing any damages the City causes to the utility

lines. If utilities are billed to a common meter, Lessee shall pay to the City the pro-rated amount based on square footage of the Leased Premises, unless such utility usage results from an activity undertaken by the City within the Leased Premises.

Section 6.4 Signs.

Lessee shall not place, or cause to be placed, any sign or signs on the Leased Premises without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Lessee obtains the consent of the City, Lessee shall be responsible for all costs and labor associated with such signage.

Section 6.5 Security.

Lessee shall observe and comply with any and all present and future security regulations and procedures and operational procedures promulgated from time to time by or at the direction of the City for the administration of the Airport, including but not limited to training and Secure Identification Area (SIDA) Badging requirements.

Section 6.6 Obstruction Lights.

Lessee shall, at its expense, provide and maintain obstruction lights on any structure on the Leased Premises if required by the City or FAA regulations. Any obstruction lights so required shall comply with the specifications and standards established for such installations by the City or FAA.

Section 6.7 Trash, Garbage and Other Refuse.

Lessee shall pick up, and provide for a complete and proper arrangement for the adequate sanitary handling and disposal, of all trash, garbage, and other refuse caused as a result of its operation on the Leased Premises. Lessee is responsible for disposal and payment of such services pursuant to Section 6.3. Lessee shall provide and use suitable covered metal receptacles for all such garbage, trash and other refuse on the Leased Premises. Lessee shall not pile boxes, cartons, barrels, pallets, debris or similar items in an unattractive or unsafe manner, on or about the Leased Premises.

Section 6.8 Supervision.

Lessee shall ensure that management, maintenance, and operation of the Leased Premises shall at all times be under the supervision and direction of an active, qualified, competent representative of Lessee. Upon the City's request, Lessee shall identify such representative, and any successor, in writing to the City.

**ARTICLE VII
ENVIRONMENTAL CONDITIONS**

Section 7.1 General Conditions.

A. *Environmental Representations.* Notwithstanding any other provisions of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to the City, upon which the City expressly relies that:

(i) Lessee shall comply, and cause all Lessee's Associates to comply, with all applicable Environmental Laws in connection with its use and occupancy of the Leased Premises and accepts full responsibility and liability for such compliance. In the event of any noncompliance with Environmental Laws to the extent caused by Lessee or Lessee's Associates, Lessee shall take prompt and appropriate action to address the conditions causing the noncompliance and return to full compliance.

(ii) Lessee is aware of Environmental Laws applicable to Lessee's use and occupancy of the Leased Premises. Lessee shall use reasonable efforts to remain informed of any changes in Environmental Laws applicable to its use and occupancy of the Leased Premises.

(iii) Omitted.

(iv) Lessee agrees that it will neither handle nor store any Hazardous Materials on the Leased Premises in excess of, and excepting, those quantities required to carry out the Authorized Use, if any, and that all such Hazardous Materials will be stored, used, and disposed of in accordance with all applicable Environmental Laws.

(v) Lessee shall provide the City satisfactory documentary evidence of all such requisite legal permits and notifications required under any Environmental Law.

(vi) Lessee agrees to cooperate with any reasonable investigation, audit, or inquiry by the City or any Governmental Authority regarding possible violation of any Environmental Laws at the Leased Premises.

B. *Generator of Hazardous Waste.* If Lessee is deemed to be a generator of Hazardous Materials or hazardous waste, as defined by applicable Environmental Laws, Lessee shall obtain an EPA identification number and the appropriate generator permit and shall comply with all Environmental Laws imposed upon a generator of hazardous waste including, but not limited to, ensuring that the appropriate transportation and disposal of such materials are conducted in full compliance with Environmental Law.

C. *Inventory List.* Lessee shall maintain an accurate inventory list (including quantities) of all such Hazardous Materials on the Leased Premises, whether stored, disposed of, or recycled by Lessee, which shall be available for inspection at any time on the Leased Premises by the City, fire department officials, or other personnel of Governmental Authorities having

jurisdiction over the Leased Premises, for implementation of proper storage, handling, and disposal procedures.

D. *Notification and Copies.* Notification of all activities relating to Hazardous Materials by Lessee shall be provided on a timely basis to the City or such other Governmental Authorities as required by the applicable Environmental Laws. In the event of any release or threatened release of Hazardous Materials caused by or discovered by Lessee or any Lessee Associate at, on, under, or about the Leased Premises, Lessee shall provide notice to the City of all known facts pertinent to such release or threatened release within twenty-four (24) hours. In the event any claim, demand, complaint, or action arising under Environmental Laws is made or taken against Lessee with respect to activities on the Leased Premises, or if Lessee receives any notice pertaining to Lessee's failure or alleged failure to comply with any Environmental Laws at the Leased Premises, Lessee shall notify the City of all known facts pertinent to such claim, demand, complaint, action, or notice, and shall provide the City with copies of any and all claims, demands, complaints, notices, or actions so made no later than three days following receipt of the same. If Lessee is required by any Environmental Laws or applicable Governmental Authority to file any notice or report of a release or threatened release at, on, under or about the Leased Premises, Lessee shall simultaneously provide a copy of such notice or report to the City. Lessee shall provide to the City the name of Lessee's twenty-four (24)-hour emergency coordinator and his or her phone number in case of any release, spill, leak, or other emergency situation involving Hazardous Materials at the Leased Premises.

E. *Environmental Permits.* Lessee at its expense, shall obtain, maintain, and comply with any and all permits required by any Environmental Laws to conduct the activities or business in which Lessee or Lessee's Associates will engage on the Leased Premises. Lessee agrees to provide the City copies of all permit application materials, permits, monitoring reports, environmental response plan, and regulated materials storage and disposal plans relating to the Leased Premises.

F. *Recordkeeping.* Lessee shall maintain, in an orderly and easily accessible manner, all correspondence and communications with any Governmental Authority, records, or other information evidencing its compliance with all Environmental Laws for all Hazardous Materials brought upon, kept, used, stored, generated or disposed of in, on or about the Leased Premises, or transported to or from the Leased Premises by Lessee or Lessee's Associates. Lessee must maintain these records for the period of time as is required by Environmental Laws or three (3) years following termination of this Agreement, whichever time is longer; provided that, prior to their destruction, the City shall be provided notice and a reasonable opportunity to request delivery of an electronic copy of such records.

G. *Review of Environmental Documents.* At the City's written request, Lessee shall make available for inspection and copying, upon reasonable notice and at reasonable times, any and all non-privileged correspondence and communications with Governmental Authority, records, or other information, to the extent required to be maintained pursuant to this Article 7, evidencing its compliance with all Environmental Laws for all Hazardous Materials brought upon, kept, used, stored, generated, managed, or disposed of in, on, or about the Leased Premises, or transported to or from the Leased Premises by Lessee or Lessee's Associates.

H. *Access for Environmental Inspection.* The City shall have access to the Leased Premises upon reasonable prior written notice to inspect the same in order to confirm that Lessee is in compliance with the requirements of this Article 7; provided, however, that the City may enter the Leased Premises for such purposes without prior written notice in the event of an emergency that, in the City's reasonable discretion, poses an imminent risk of material harm to the environment or human health pursuant to Environmental Laws, as determined by the City. Lessee agrees to fully cooperate with any such inspections; provided that such inspections shall not unreasonably interfere with Lessee's operations. If the City reasonably believes or has received information leading it to reasonably believe that Lessee's operations are not in compliance with the requirements of this Article 7, and Lessee fails to produce documentation or other evidence of Lessee's compliance within a reasonable timeframe following receipt of written request by the City, then, the City may request, and Lessee shall conduct, such inspection, testing, and analysis as the City reasonably deems necessary to ascertain whether Lessee is in compliance with this Article 7. Lessee shall pay all actual costs associated with any such environmental inspection, testing, and analysis. Any such tests shall be conducted by qualified independent environmental consultants chosen by Lessee, but such environmental consultants, and the scope and the methods of such investigation, shall be subject to the City's approval, which shall not be unreasonably withheld. Lessee shall provide copies of any and all relevant reports prepared by such experts to the City within a reasonable time after Lessee receives such reports.

I. *Violations.* If the City receives a notice from any Governmental Authority asserting a violation by Lessee of any Environmental Laws at or relating to the Leased Premises or Lessee's covenants and agreements contained herein, or if the City otherwise has reasonable grounds upon which to believe that such a violation has occurred, the City or its duly appointed consultants shall have the right, but not the obligation, to enter the Leased Premises and/or perform environmental site assessments for the purpose of determining whether there exists any environmental condition that could result in any liability, cost, or expense to the City. The City shall perform such tests on the Leased Premises as may be necessary, in the opinion of the City or its duly appointed consultants, acting reasonably, to conduct a prudent environmental site assessment; provided, however, such environmental site assessment shall not unreasonably interfere with Lessee's operations or use and enjoyment of the Leased Premises unless Lessee's alleged violation or environmental condition poses a risk to the health, safety, or security of Airport users or Airport operations. If Lessee receives a written notice of violation, written notice of an enforcement action, or other written notice of noncompliance, Lessee shall provide a copy of same to the City within three (3) days of receipt by Lessee or Lessee's agent.

J. The fire suppression system in the Leased Premises currently contains Aqueous Film Forming Foam (AFFF). Notwithstanding any provision to the contrary in this Lease, Lessee shall not be responsible for any costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to the presence or any release of AFFF from the fire suppression system in the Leased Premises, except to the extent such release is caused by the negligence of Lessee or Lessee's Associates. The City shall, at its sole cost and expense, drain the AFFF from the existing fire protection system in the Leased Premises and clean the system. Thereafter, Lessee shall, at Lessee's cost and expense, fill the system with a commercially available fire protection solution that does not contain AFFF.

Section 7.2 Obligations upon Termination; Remediation.

A. *Removal of Hazardous Materials.* Upon any expiration or termination of this Agreement, Lessee shall demonstrate to the City's reasonable satisfaction that Lessee has removed any and all Hazardous Materials to the extent caused by Lessee or Lessee's Associates and is in compliance with applicable Environmental Laws with regard thereto. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the Leased Premises. Lessee shall provide the City with copies of all waste manifests for Hazardous Materials removed from the Leased Premises at least thirty (30) days prior to the termination or expiration date of the Agreement. If Lessee or Lessee's Associates cause a release of Hazardous Materials or otherwise cause the contamination of the Leased Premises constituting a violation of Environmental Law, Lessee shall bear all costs and responsibility for the required clean up and remediation to the extent required by an applicable Governmental Authority for compliance with Environmental Laws, and shall indemnify and hold the City harmless therefrom.

B. *Remediation.* Lessee, at its sole cost and expense, shall undertake all necessary steps to remedy and remediate a release of Hazardous Materials or other condition on the Leased Premises, as required for compliance with applicable Environmental Laws to the extent caused by, or resulting from the activities, conduct, or omissions of Lessee or its Lessee's Associates. . Notwithstanding the foregoing, Lessee shall be obligated to clean-up and remediate the Leased Premises to the extent of any contamination caused by Lessee or Lessee's Associates (including any contamination caused by Lessee or Lessee's Associates during any period of Lessee or Lessee's Associates occupancy prior to the Term of this Agreement) to achieve such standards or clean-up levels in accordance with applicable Environmental Laws.

C. *Step-In Rights.* Notwithstanding Lessee's obligations under this Article 7, the City and any Governmental Authorities shall at all times have the right, should Lessee fail to comply with its obligations under Section 7.2, after reasonable advance written notice, which shall include a reasonable opportunity to cure (except where a Governmental Authority other than the City is empowered by Applicable Law to act without notice), or immediately, if necessary to prevent additional harm to the environment, to take any and all actions as they individually or collectively may reasonably deem necessary to cease, contain, investigate, remediate, or otherwise respond to a condition which results from, causes, or threatens to cause a release of Hazardous Materials or other condition in violation of Environmental Laws at, under, or about the Leased Premises. Lessee agrees to cooperate with any and all such actions.

Section 7.3 No Liability for Business Interruption.

The City shall not be responsible to Lessee or any Lessee Associate for any Hazardous Materials in existence in, on, under, or migrating from the Leased Premises or at the Airport, which condition may interfere with Lessee's business or other operations or activities, or which might otherwise cause damages to Lessee through loss of business, destruction of property, or injury to Lessee, Lessee's Associates, customers, or clients, except to the extent such conditions are caused by the actions or omissions of the City or otherwise existed in, on or under the Leased Premises prior to Lessee's first occupancy thereof (which may pre-date the Effective Date), except to the extent exacerbated by Lessee's acts or omissions.

Section 7.4 Environmental Indemnification.

A. *Indemnification of the City.* In addition to any indemnification set forth elsewhere in this Agreement, Lessee hereby indemnifies and agrees to defend and hold harmless the City from all costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to: (i) a presence or release of Hazardous Materials caused by Lessee or any of Lessee's Associates at the Leased Premises, or the subsurface, waters, air, or ground thereof, in excess of levels allowable by Environmental Laws or in violation of any Environmental Laws due to Lessee's or Lessee's Associate's management, control, authorization, handling, possession, or use of Hazardous Materials; (ii) any breach by Lessee of any of its warranties, representations, or covenants in this Article 7; (iii) Lessee's violation of Environmental Laws at or affecting the Leased Premises or in the course of Lessee's operation thereof; or (iv) Lessee's remediation of, or failure to remediate, Hazardous Materials as required by this Agreement. Lessee's obligations hereunder will survive the termination or expiration of this Agreement, and will not be affected in any way by the amount of or the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part under insurance policies affecting the Leased Premises or any part thereof, except that, in the event that the City recovers funds from insurance carriers in connection with claims associated with (i), (ii), (iii), or (iv) above, the City may not recover the same funds from Lessee. Notwithstanding the foregoing, Lessee shall have no indemnification obligation under this Section 7.4 for any costs, claims, demands, actions, liabilities, complaints, fines, citations, violations, or notices of violation arising from or attributable to any release or existence of Hazardous Materials in, on or under the Leased Premises (i) caused by the actions or omissions of the City or (ii) existing prior to the date of Lessee's first occupancy of the Leased Premises (which may pre-date the Effective Date), except to the extent materially exacerbated by Lessee or any of Lessee's Associates or invitees.

Section 7.5 Remedies Cumulative.

Lessee agrees that all remedies of the City as provided in this Article 7 with regard to Hazardous Materials or violations of any Environmental Laws shall be deemed cumulative in nature and the City's right to indemnification as provided under this Article 7 shall survive the termination of this Agreement.

Section 7.6 Survival.

Notwithstanding anything to the contrary, the obligations of this Article 7 shall survive any termination or expiration of this Agreement.

**ARTICLE VIII
OBLIGATIONS OF THE CITY**

Section 8.1 Delivery of Leased Premises.

Upon the Effective Date, the City shall deliver to Lessee the Leased Premises vacant and professionally cleaned, and with all systems of the Existing Facilities operational.

Section 8.2 Access.

The City shall ensure reasonable ingress and egress at all times to and from the Leased Premises for Lessee as set forth in Section 4.3.

Section 8.3 Snow Removal.

The Tenant is responsible for snow removal in the parking lot on the Leased Premises. The Lessee shall assist with snow removal and salting of customer entrances to the Leased Premises during and immediately in advance of Lessee's regular business hours.

**ARTICLE IX
INSURANCE AND INDEMNIFICATION**

Section 9.1 Insurance.

Throughout the Term of this Agreement, Lessee shall obtain and maintain insurance in the types and amounts required under this Section 9.1.

A. *Insurance Certificates.* Lessee shall submit certificates of insurance to the City prior to the Effective Date and annually thereafter. Lessee shall provide to the City certificates of insurance listing "City of Burlington, Burlington International Airport" as the certificate holder and containing information reasonably required by the City, including but not limited to (i) the name, address, and contact information of the authorized agent, Lessee as the insured, and the City as certificate holder; (ii) the name of the insurance company; (iii) description of policies, including coverage types and amounts; (iv) policy number(s) and period(s); (v) limits of liability; and (vi) the signature of the authorized agent.

B. *Additional Insured.* Each required insurance policy as it relates to the Leased Premises, the Improvements, and Lessee's Authorized Use thereof, shall name the City as an additional insured and loss payee, with the specific exception of professional liability workers compensation insurance.

C. *Policy Provisions.* Each of the insurance coverage required herein (i) shall be issued by a company licensed by the State of Vermont to transact the business of insurance in the State of Vermont for the applicable line of insurance, and (ii) shall be issued by an insurer with a Best Policyholders Rating of "A-/VIII" or better by the latest *Best Insurance Report* or has an analogous rating from a comparable rating service approved by the City. All insurance coverages required under this Agreement, except for workers' compensation, shall include the City and its officers, agents, and employees as additional named insured, provide thirty (30) days' prior written notice of cancellation, change, or intent not to renew the insurance, a waiver of subrogation, and list any and all exclusions. Each such policy a provision stating that the policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents, or other representatives and shall contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies carried by the City, and that any coverage carried by the City shall be excess insurance. In no event shall the limits of said policies be considered as limiting the liability of Lessee under this Agreement.

D. *Insurance Coverages.* Lessee's liability under this Agreement shall not be limited to the amount of insurance carried. Any changes to insurance are at the sole expense of Lessee. Types and limits of insurance required as of the Effective Date are as follows:

(i) Commercial General Liability Insurance. Lessee shall maintain Commercial General Liability Insurance naming the City as additional insured on a primary, non-contributory basis which shall include, but need not be limited to, coverage for bodily injury and property damage (including aircraft) arising from premises and operations liability, products and completed operations liability, personal injury, and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures, and underground damage liability. The Commercial General Liability Insurance shall provide at minimum limits of \$4,000,000 per occurrence, \$4,000,000 aggregate.

(ii) Workers' Compensation and Employer's Liability. Lessee shall provide Workers' Compensation Coverage in accordance with the statutory limits as established by the State of Vermont and with a minimum limit for employer's liability no lower than the following: \$500,000.00 per accident (bodily injury by accident) and \$500,000.00 policy limit, and \$500,000.00 per employee (bodily injury by disease). Lessee shall require all contractors and subcontractors performing work or occupying the Leased Premises under this Agreement to obtain an insurance certificate showing proof of Workers' Compensation coverages and Lessee shall require from its general contractor(s) that all subcontractors submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises.

(iii) Employers' Liability Insurance. If Lessee has employees, Lessee shall maintain Employers' Liability Insurance with limits of at least \$500,000 per accident (bodily injury by accident), \$500,000 per employee (bodily injury by disease), and \$500,000.00 policy limit (bodily injury by disease).

(iv) Commercial Business Automobile Liability Insurance. Lessee shall provide Commercial Business Automobile Liability Insurance, which shall include coverage for bodily injury and property damage liability arising from the operation of any owned, non-owned, or hired automobile. The Commercial Business Automobile Liability Insurance Policy shall provide not less than \$1,000,000 Combined Single Limits for each accident.

(v) Commercial Umbrella Liability Insurance. Lessee shall provide a Commercial Umbrella Liability Insurance Policy to provide excess coverage above the Commercial General Liability, the Commercial Business Automobile Liability, and Employers' Liability on a follow form basis in addition to the minimum limits set forth herein and including identical additional insured requirements as required in the primary liability policies. The minimum amount of Umbrella limits required above the coverages and minimum limits stated above shall be \$4,000,000 per occurrence and \$4,000,000 in the aggregate. Alternatively, if excess coverage is not available for any of the liability policies referenced above, the minimum limits of the underlying policy shall be increased by \$4,000,000 per occurrence and \$4,000,000 in the aggregate.

(vi) Builder's Risk Insurance. During the construction of the Improvements, any major renovation (defined to mean with a cost in excess of \$100,000), or major reconstruction of all or any portion of the Improvements, Lessee shall provide, or cause its contractor to provide, a Builder's Risk Insurance Policy to be made payable to the City and Lessee as their interests may appear, but in all instances subject to the terms and conditions of any Leasehold Mortgage and the requirements of any mortgagee. The policy amount should be equal to 100% of the contract amount under any construction contract applicable to any such construction, renovation, or reconstruction. All deductibles shall be the sole responsibility of Lessee or the contractor,. The policy shall be endorsed substantially as follows:

“The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: (i) furniture and equipment may be delivered to the insured premises and installed in place ready for use; and (ii) partial or complete occupancy by Lessee; and (iii) performance of work in connection with construction operations insured by Lessee, by agents or sublessees or other contractors of Lessee, or by contractors of Lessee.”

(vii) Property Insurance. Upon completion of the construction, renovation, or reconstruction of the Improvements (as may be applicable), during the Term, Lessee shall provide an “all risk” Property Insurance Policy to be made payable to the City and Lessee as their interests may appear. The policy amount should be equal to 100% of the replacement value of the completed Improvements and shall include replacement cost, demolition cost, and increased cost of construction endorsements. All deductibles shall be the sole responsibility of Lessee. Any improvements constructed by Lessee upon the Leased Premises shall be constructed and maintained at Lessee's risk.

E. *Maintaining Coverage; Modification*. The City may require certificates of insurance for any insurance policies entered into by Lessee, and Lessee is responsible for annually verifying and confirming in writing to the City that all sub-contractors, agents, operators, or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Agreement shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Lessee. The City reserves the right to review the insurance coverage requirements upon Lessee's exercise of the Option Term to ensure that the specified coverages and limits remain commercially reasonable for similar improvements and facilities, and Lessee shall modify its coverage upon commencement of the Option Term at Lessee's sole expense upon the reasonable request of the City if the specified coverages and limits are no longer commercially reasonable for similar improvements and facilities.

F. *Application to Others*. Lessee shall require all contractors, subcontractors, agents, or workers performing work or occupying the Leased Premises to be properly licensed and to obtain insurance coverage meeting the requirements of this Section 9.1 as evidence on a certificate of insurance. Lessee shall require that all such persons submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises. The insurance provisions herein

shall likewise apply to any permitted sublessee or assign of Lessee. Any sublessee must comply with the provisions as set forth in this Article 9.

Section 9.2 Lessee's Indemnification and Duty to Pay Damages.

A. Lessee shall, from and after the Effective Date, defend, indemnify and hold harmless the City, its officers and employees, from and against all loss, liability, damages, claims, proceedings, costs (including costs of defense and reasonable attorneys' and professionals' fees incurred in defense or incurred in enforcement of this indemnity), expenses, demands, suits and causes of action (all of the foregoing collectively referred to as "Liabilities") arising out of or in connection with the following, except to the extent such Liabilities, damage, death, or injury are caused by or arise from the willful misconduct or negligence of the City or adjacent tenants:

(i) Damage to the Leased Premises or death or injury to any person sustained on or about the Leased Premises, or arising (directly or indirectly) out of or in connection with Lessee's possession, use, occupation, or control of the Leased Premises;

(ii) Damage to any property or death or injury to any person anywhere occasioned, or claimed to have been occasioned, by any willful misconduct or any negligent act or omission of Lessee or Lessee's Associates; and

(iii) Any breach or default of this Agreement by Lessee or Lessee's Associates.

B. The City shall not be liable to Lessee for any damage by or from any act or negligence of any owner, tenant, occupant, user of adjoining or contiguous property.

C. Lessee agrees to pay for all damages of Leased Premises caused by Lessee's use, misuse, or neglect thereof.

D. Lessee shall be responsible and liable for the conduct of Lessee's Associates in and around the Leased Premises.

E. Lessee shall give prompt and timely notice to the City (and copying the Burlington City Attorney's Office) of any claim made or suit instituted in connection with the Leased Premises, which, in any way, directly or indirectly, contingently or otherwise, affects or may affect the City, the Leased Premises, or the Airport, and of which Lessee has actual knowledge.

F. Lessee shall reimburse the City for costs associated with violations issued by state and federal Governmental Authorities in connection with the Leased Premises and resulting from Lessee's misconduct, incompetence, or negligence as reasonably determined by the City. Such violations include, but are not limited to, letters of investigation issued by TSA.

Section 9.3 Waiver of Subrogation.

Each of the City and Lessee hereby release and relieve the other, and waive any right of recovery, for loss or damage arising out of or incident to the perils insured against which perils occur in, on or about the Leased Premises, whether due to the negligence of City or Lessee or their agents, employees, contractors and/or invitees, to the extent that such loss or damage is within the

policy limits of said comprehensive general liability insurance. The City and Lessee shall, upon obtaining the policies of insurance required, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

ARTICLE X
DEFAULT AND REMEDIES

Section 10.1 Termination by the City.

A. *Lessee Default.* The occurrence of any of the following events shall constitute a default by Lessee (“Default”) under this Agreement unless cured within the time period set forth in this subsection (A) (the “Cure Period”):

(i) Lessee fails to timely pay any Rent, Additional Rent, or other amount due under this Agreement and such nonpayment shall continue for a period of ten (10) business days after written notice thereof from the City;

(ii) Lessee or Lessee’s Associates violate any requirement under this Agreement (including, but not limited to, violation of any Applicable Laws or Regulations or failure to maintain the Leased Premises or the Improvements located thereon), other than the violations referred to in the foregoing subsection (i), and such default shall continue for a period of thirty (30) days after written notice from the City to Lessee specifying the items in default, or in case of a default or contingency which cannot with due diligence be cured within said thirty (30) day period, Lessee fails to proceed within said thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence (it being understood that the time of Lessee within which to cure shall be extended for such period as may be necessary to complete the same with all due diligence);

(iii) Lessee abandons the Leased Premises for a period of sixty (60) consecutive days or more;

(iv) Lessee assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Leased Premises (except as expressly permitted in this Agreement);

(v) Lessee files a voluntary petition in bankruptcy or has a petition filed against Lessee in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee, which petition is not dismissed within sixty (60) days;

(vi) Lessee petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or

(vii) Lessee dissolves.

B. *Termination for Lessee Default.* In the event of a Default, if Lessee fails to cure such Default within the applicable Cure Period, the City may terminate this Agreement upon sixty (60) days prior written notice to Lessee.

C. *Remedies for Failure to Pay Rent.* In addition to the remedies under Section 10.1(B) and those otherwise available at law or in equity, if Lessee fails to timely pay any Rent required by this Agreement and fails to cure the same within the applicable Cure Period, the City may:

(i) Terminate this Agreement in accordance with Section 10.1(B), resume possession of the Leased Premises, and recover immediately from Lessee the differences between the Rent and the fair rental value of the Leased Premises, together with the Improvements, for the remainder of the Term, provided that the City makes good faith efforts to mitigate Lessee's damages; or

(ii) Resume possession and relet the Leased Premises and the Improvements thereon for the remainder of the Term, and recover from Lessee, at the end of the Term or at the time each payment of Rent comes due under this Agreement as the City may choose, the difference between the Rent and the rent received on the re-leasing or renting, provided that the City makes good faith efforts to mitigate Lessee's damages.

D. *Reservation of Rights.* Notwithstanding the foregoing, the City reserves all rights and remedies at law or in equity to recover for any uncured Default or other violation of this Agreement resulting in damages, loss, or harm to the City. This Section 10.1(D) shall survive expiration or termination of this Agreement for a period of two (2) years.

Section 10.2 Termination by Lessee.

A. Lessee shall have the limited right to terminate this Agreement effective at the end of the fifth (5th) year of the Term ("Five-Year Termination"), and again effective at the end of the seventh (7th) year of the Term ("Seven-Year Termination"). For either the Five-Year or Seven-Year Termination to be effective, Lessee must provide not less than nine (9) months' prior written notice to the City, and a failure to provide that notice shall be a waiver of Lessee's Five-Year and/or Seven-Year Termination rights, as applicable.

B. Lessee may terminate this Agreement upon thirty (30) days' prior written notice to the City in the event one of the following events occur:

(i) *Injunction.* The issuance by any court of competent jurisdiction of an injunction, order, or decree preventing or restraining the use by Lessee of all or any substantial part of the Leased Premises, which remains in force, unvacated, or unstayed for a period of at least sixty (60) consecutive days.

(ii) *City Default.* The failure of the City to perform a material obligation required of the City under this Agreement within thirty (30) days after written notice by Lessee to the City. If the nature of the City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, the City shall not be in default if the City (i) provided notice to Lessee that its cure of an alleged violation is reasonably expected to take more than thirty (30) days, and (ii) it commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion.

Section 10.3 Survival.

The provisions of this Article 10 and the remedies and rights provided herein shall survive any expiration or termination of this Agreement.

**ARTICLE XI
ASSIGNMENT AND SUBLEASING**

Section 11.1 Assignment by Lessee.

A. Lessee shall not assign any of its rights under this Agreement, including, but not limited to, rights in any Improvements, (whether such assignment is voluntarily or involuntarily, by merger, consolidation, dissolution, change in control, or any other manner), and shall not delegate any performance under this Agreement, except with the prior written consent of the City, which may be granted or withheld in the City’s sole discretion. As a condition of obtaining such consent, the transferee receiving any such right shall be required to execute a new lease agreement provided by the City. Regardless of the City’s consent, Lessee shall not be released from any obligations for matters arising during the time when this Agreement is in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this section is void. Notwithstanding anything to the contrary, the City’s consent shall not be required with respect to an assignment to a direct or indirect Affiliate of Lessee so long as the ultimate parent company, currently Pratt & Whitney Engine Services, Inc. remains liable for the obligations of the tenant under this Agreement. As used in this Agreement, “Affiliate” means a person or entity that Controls, is Controlled by, or is under common Control with another person or entity, and “Control” or “Controlled” means ownership of more than fifty percent (50%) of the outstanding voting stock of a corporation, or other majority equity and control interest of an entity which is not a corporation, or the possession of power to direct or cause the direction of the management and policy of such corporation or other entity, whether through the ownership of voting securities, by statute or according to the provisions of a contract.

B. Upon the termination of this Agreement, Lessee hereby assigns, transfers, and conveys to the City, without warranty and to the extent assignable by Lessee without requiring third-party consents, the following:

- (i) The right to the use of the Plans and Specifications to the extent owned by Lessee;
- (ii) Any copyright interests in the Plans and Specifications held by Lessee; and
- (iii) The right to enforce, in Lessee’s own name as a proper party, any subcontracts related to the Improvements or other maintenance or services contracts in force with respect to the Leased Premises or Improvements and any warranties arising under any of them or in connection with the performance thereof, as the case may be.

Section 11.2 Subleasing by Lessee.

Lessee shall not sublease any portion of the Leased Premises or Improvements without prior written consent of the City, which may be granted or withheld in the City’s sole but

reasonable discretion. Any sublease or sublease form approved by the City must, at a minimum, be subordinate to this Agreement and provide the City with the right of attornment in the event of Lessee's default under this Agreement or the expiration or termination of this Agreement. Any sublessee must comply with the provisions as set forth in this Article 11. Notwithstanding anything to the contrary, the City's consent shall not be required with respect to any sublease to a direct or indirect Affiliate of Lessee.

Section 11.3 Assignment by City.

The City shall have the right, in the City's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegate its duties), and upon any such assignment, Lessee agrees that Lessee shall perform its obligations under this Agreement in favor of such assignee.

Section 11.4 Encumbrances.

Lessee shall not encumber or permit the encumbrance of the City's title to the Leased Premises. Lessee shall not encumber or permit the encumbrance of Lessee's leasehold interest in the Leased Premises, the Improvements, or any of Lessee's rights under this Agreement, including through any leasehold financing, without the City's prior written consent, which may be granted or withheld in the City's reasonable discretion. Lessee shall not record this Agreement or any document or interest relating thereto. Any purported encumbrance of rights in violation of this Section 11.4 is void.

**ARTICLE XII
MISCELLANEOUS PROVISIONS**

Section 12.1 Notices.

Any notices to be given pursuant to this Agreement shall be sufficient if given by a writing deposited in the United States mails, certified mail or registered mail, return receipt requested, postage prepaid, by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, by email (provided the electronic process used is reasonably secure and not easily susceptible to manipulation and that if notice is delivered by email, notice must also be delivered by one of the other methods described above unless the recipient or its counsel waives for foregoing) addressed as follows:

To the City:
City of Burlington
Attn: Office of the City Attorney
Burlington, VT 05401
Email: [REDACTED]

To Lessee:
Pratt & Whitney Engine Services
Attn: Francois Martel
1000 Marie Victorin
Longueuil, QC J4G 1A1
Email: francois.j.martel@prattwhitney.com

with a copy to:
Patrick Leahy Burlington International Airport
Attn: Director of Aviation
1200 Airport Drive
South Burlington, VT 05403
Email: [REDACTED]

with a copy to:
Raytheon Technologies Realty, Inc.
Ten Farm Springs Road
Farmington, CT 06032
Attn: Counsel, Real Estate

or to such other address as the addressee may designate in writing by notice to the other Party delivered in accordance with the provisions of this Section 12.1. Any such notice or other communication shall be deemed given: (i) if mailed, three days after being deposited in the mail, properly addressed and with postage prepaid; (ii) if sent by courier, the next day after being deposited with the courier, properly addressed and with prepaid; (iii) if sent by email, when transmitted, provided that the sender does not receive an automated delivery failure or “out of office” message.

Section 12.2 No Waiver.

The waiver by the City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of Rent hereunder by the City shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Agreement, other than the failure of Lessee to pay the particular Rent so accepted, regardless of the City’s knowledge of such preceding breach at the time of acceptance of such Rent.

Section 12.3 Lessee’s Subordination.

The City represents and warrants to Lessee that there are no mortgages, trust indentures, or other security interests encumbering the Leased Premises as of the Effective Date. Lessee hereby subordinates and makes this Agreement inferior to all future mortgages, trust indentures, or other security interest of the City or the City’s successor in interest. Lessee shall execute and deliver any documents required to evidence and perfect such subordination, provided that the holders or beneficiaries under such mortgages, trust indentures, or other security interests provide, for the benefit of Lessee, a non-disturbance agreement in a commercially reasonable form.

Section 12.4 Relocation.

Section 12.5 In the event that proper, planned, and orderly development of the Airport shall require that the City devote any part of the Leased Premises to a different use than that contemplated by this Agreement, or in the case of an emergency, the City shall have the right—upon not less than three (3) years’ advance written notice to Lessee and without cost or expense to Lessee—to relocate all or part of the Leased Premises. Said relocated premises shall be of no less area, as conveniently located as is reasonable considering all demands for space at the Airport, and shall be replacement premises of the same or

substantially similar quality as those premises vacated. All of Lessee's fixed improvements shall, without cost or expense to Lessee, be relocated or replaced on said relocated premises. All terms and conditions of this Agreement, except the description of the Leased Premises, shall apply to said relocated premises.Subordination to Grant Assurances.

This Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the City and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to the City of federal funds for the development of the Airport ("Grant Assurances"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the City has the right to amend, alter or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.

Section 12.6 Non-Interference With Operation of the Airport.

Lessee expressly agrees for itself, its successors and assigns, and all other Lessee's Associates that Lessee shall not conduct operations in or on the Leased Premises in a manner that (i) interferes or might interfere with Airport operations or the reasonable use by others of other leased spaces or common facilities at the Airport, (ii) hinders or might hinder police, fire fighting, or other emergency personnel in the discharge of their duties, (iii) would or would be likely to constitute a hazardous condition at the Airport, (iv) would or would be likely to increase the premiums for insurance policies maintained by the City unless such operations are not otherwise prohibited hereunder and Lessee pays the increase in insurance premiums occasioned by such operations, (v) is contrary to any applicable Grant Assurance; (vi) would contradict or violate any Applicable Laws or Regulations, directive, or similar restriction issued by any Governmental Authority having jurisdiction over the Airport, including the City, FAA, Homeland Security, TSA, and Customs and Border Patrol, or (vii) would involve any illegal purposes, (viii) directly or indirectly interferes with the operation by the City or the FAA of air navigational, communication, or flight equipment on the Airport. In the event this covenant is breached, the City reserves the right, after prior written notice to Lessee, to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee. The City shall have the right to take any action it considers necessary to protect aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting or causing to be erected any building or other structure which, in the sole opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft. In the event of a breach in Airport security caused by Lessee, resulting in fine or penalty to the City of which Lessee has received prior written notice, such fine or penalty will be charged to Lessee.

Section 12.7 Emergency Closures.

During time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities, and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this Agreement, insofar as they are inconsistent with provisions of the agreement with the United States Government, will be suspended. Lessee must comply with all local, state, federal orders, directives, regulations, guidance, advisories

during public emergencies. Public emergencies include, but are not limited to, national, state and local security emergencies; public health emergencies and pandemics; evacuations; chemical spills; shelter-in-place alerts; severe weather advisories; boil water advisories; and roadway interruptions. Lessee's failure to comply with any local, state, federal orders, directives, regulations, guidance, or advisories during a public emergency shall constitute a breach of this Agreement. The City shall have sole discretion in determining if Lessee is compliant with the above. If a public emergency is declared, the City will not be responsible for any expenses or losses incurred as a result of any public emergency.

Section 12.8 Interpretation.

A. References in the text of this Agreement to articles, sections or exhibits pertain to articles, sections or exhibits of this Agreement, unless otherwise specified.

B. The terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this Agreement refer to this Agreement. The term "including" shall not be construed in a limiting nature, but shall be construed to mean "including, without limitation."

C. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

E. Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

Section 12.9 Force Majeure.

No act or event, whether foreseen or unforeseen, shall operate to excuse Lessee from the prompt payment of Rent or any other amounts required to be paid under this Agreement. If the City (or Lessee in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a Force Majeure Event, such performance shall be excused to the extent so delayed or hindered during the time when such Force Majeure Event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the Party so delayed or hindered. The Parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such Force Majeure Event. Lessee hereby releases the City from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee or Lessee's Associates during the Term, including, but not limited to, loss, damage or injury to the aircraft or other personal property of Lessee that may be located or stored in the Leased Premises due to a Force Majeure Event.

Section 12.10 City's Limitation of Liability.

The City shall not be liable to Lessee or Lessee's Associates for any damages or loss caused to them or their property by any of the following: water, rain, wind, snow ice, sleet, hail, fire, storms, earthquake, volcanic eruption, or any other weather event or condition outside of the City's control; any Airport tenant, user, operator, or any other third party; or by breakage, stoppage, or leakage of utilities on or adjacent to the Leased Premises. In the event of damage or destruction to the Leased Premises, the City is under no obligation to provide substitute space or property to Lessee.

Section 12.11 Governing Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Vermont, without giving effect to such jurisdiction's principles of conflict of laws. The Parties consent to and submit to in personam jurisdiction and venue in the State of Vermont, County of Chittenden, and in the U.S. District Court for the District of Vermont. The Parties assert that they have purposefully availed themselves of the benefits of the laws of the State of Vermont and waive any objection to in personam jurisdiction on the grounds of minimum contacts, waive any objection to venue, and waive any plea of forum non conveniens. This consent to and submission to jurisdiction is with regard to any action related to this Agreement, regardless of whether the Parties' actions took place in the State of Vermont or elsewhere in the United States.

Section 12.12 Amendments and Waivers.

No amendment to this Agreement shall be binding on the City or Lessee unless reduced to writing and signed by both Parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

Section 12.13 Severability.

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any Party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

Section 12.14 Merger.

This Agreement constitutes the final, complete, and exclusive agreement between the Parties on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. In entering into this Agreement, neither Party has relied on any statement, representation, warranty, nor agreement of the other Party except for those expressly contained in this Agreement.

Section 12.15 Relationship of Parties.

This Agreement does not create any partnership, joint venture, employment, or agency relationship between the Parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

Section 12.16 Further Assurances.

Each Party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

Section 12.17 Governmental Immunity and Limitations on Liability.

Lessee is hereby advised that any claims made by Lessee against the City, its officers, directors, employees, contractors, or volunteers shall be subject to the limitations set forth 12 V.S.A. § 5601, as the same may be amended from time to time. Nothing in this Agreement shall be construed to waive or limit any governmental or sovereign immunity the City may have, from any claim whatsoever, under statute or judicial precedent.

Section 12.18 Notice of Lease.

The Parties will at any time, at the request of either one, promptly execute multiple originals of an instrument, in recordable form which will constitute a notice of lease, setting forth the information required by 27 V.S.A. § 341(c). The City shall, upon request of Lessee, promptly execute and deliver to Lessee any transfer tax returns, affidavits or other documents which shall be required by any recording office as a condition of recording such memorandum or notice of this Agreement. Lessee shall be responsible for all recording fees and other recording costs, including recording taxes, related to the recording of the memorandum or notice of this Agreement.

Section 12.19 No Discrimination.

In addition to the federal clauses in Section 12.20, Lessee, for itself, its representatives, successors, and assigns, does hereby covenant and agree that no person on the grounds 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, genetic information or other protected classification shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of Lessee's facilities pursuant to its operations hereunder. Lessee shall comply with all the requirements of Title 21, V.S.A., Chapter 5, Subchapter 6 and 7, relating to fair employment practices, to the extent applicable. All subcontracts permitted hereunder shall include reference to the above.

Section 12.20 Required Federal Clauses.

Lessee shall comply, and shall cause Lessee's Associates to comply, with all Laws and Regulations, including all of the required federal clauses in this Section 12.20.

A. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest, agrees as follows:

(i) **Compliance with Regulations:** Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

(ii) **Non-discrimination:** Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21 as it may be amended.

(iii) **Information and Reports:** Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to the City or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

(iv) **Sanctions for Noncompliance:** In the event of Lessee's noncompliance with the Non-discrimination provisions of this Agreement, the City will impose such sanctions as it or the FAA may determine to be appropriate, including, but not limited to cancelling, terminating, or suspending the Agreement, in whole or in part.

(v) **Incorporation of Provisions:** Lessee will include the provisions of paragraphs (i) through (iv) of this Section 12.20(A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee will take action with respect to any contract or procurement as the City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Lessee may request the City to enter into any litigation to protect the interests of the City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a FAA activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts and Authorities.

D. During the performance of this Agreement, Lessee for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

(i) 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);

(ii) 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) as it may be amended;

(iii) 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);

(iv) 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;

(v) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

(vi) 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);

(vii) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(viii) Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38; and

(ix)

(x) 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).

E. In all its activities within the scope of its airport program, Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Lessee transfers its obligation to another, the transferee is obligated in the same manner as Lessee. The above provision obligates Lessee for the period during which the property is owned, used or possessed by Lessee and the airport remains obligated to the Federal Aviation Administration.

F. In the event of breach of any of the above Nondiscrimination covenants, the City will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. This Agreement incorporates by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Lessee has full responsibility to monitor compliance to the referenced statute or regulation. Lessee must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

H. This Agreement incorporates by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Lessee must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Lessee retains full responsibility to monitor its compliance and any sublessee's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Lessee must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

I. Lessee agrees that it shall insert the above eight provisions (Section 12.20(A) through Section 12.20(H)) in any agreement by which said Lessee grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Leased Premises herein leased or owned.

J. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Premises.

Section 12.21 Condemnation.

A. In the event of a condemnation or a taking by the use of eminent domain of all or any part of the Leased Premises, all proceeds of such condemnation or taking shall be apportioned to Lessee and the City as follows:

(i) The amount awarded for the taking of the Leased Premises shall belong to the City.

(ii) Lessee shall have the right to recover such compensation as may be awarded on account of the value of the Improvements owned and/or made by Lessee for the remainder of the Term, for moving and relocating expenses, for the value of its property interest and business conducted on the Leased Premises including but not limited to the loss, if any, sustained by Lessee as a result of the termination of this Agreement for loss of business, fixtures, goodwill, moving expenses and attorneys' fees and costs, and for any other damages sustained by Lessee as a result of such condemnation, provided that Lessee may not pursue the City for any such costs unless the City is the entity condemning or taking the Improvements.

B. If the condemnation or taking by eminent domain is such that Lessee cannot reasonably conduct its business, then at Lessee's option, the Agreement may be terminated upon sixty (60) days prior written notice to the City. In the event of a partial condemnation of the Leased Premises, this Agreement shall not be terminated, provided there should be an equitable reduction in the amount of Rent payable under this Agreement.

Section 12.22 Public Records Act.

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of the City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Vermont Public Records Act. It is not sufficient to merely state generally that the proposal is proprietary or a trade secret or is otherwise exempt. Particular records, pages, or sections that 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.

Section 12.23 Livable Wage Ordinance.

Lessee shall comply with all applicable requirements of the City's Livable Wage Ordinance, B.C.O. 21-80 et seq ("LWO"), in connection with this Agreement. Among other things, Lessee shall pay all "covered employees" as defined in the LWO (including the covered employees of contractors and subcontractors) a livable wage, as determined or adjusted annually by the City, and shall provide paid time off during the entirety of the Term pursuant to the requirements of the LWO, to the extent such requirements are applicable to Lessee's activities.

Section 12.24 Outsourcing Ordinance.

Lessee shall comply with, and cause its officers, directors, employees, contractors, subcontractors, permitted sublessees, and other representatives to comply with, the City of Burlington's Outsourcing Ordinance, B.C.O. §§ 21-90 – 21-93, in carrying out its rights and obligations under this Agreement.

Section 12.25 Union Deterrence Ordinance.

Lessee shall comply with, and cause its officers, directors, employees, contractors, subcontractors, permitted sublessees, and other representatives to comply with, the City of Burlington's Union Deterrence Ordinance, B.C.O. §§ 21-100 et seq., in carrying out its rights and obligations under this Agreement.

Section 12.26 Casualty.

If the Leased Premises are damaged by fire, flood, or another casualty, either Party may terminate this Lease within 30 days of the date the terminating Party becomes aware of such occurrence if, in the opinion of the terminating Party, the Leased Premises have been so damaged as to render them wholly or partially untenable or unfit for the Lessee's purposes. If so elected, the terminating Party shall give the other Party written notice and termination shall be effective 30 days from the date of mailing of the notice of termination. If the Parties elect not to terminate this Agreement, the City shall reasonably estimate the time, restoration work, and commencement date that the City reasonably anticipates is required for the performance of restoration work. Lessee's obligation to pay rent shall equitably and proportionately abate with respect to the damaged portion of the Leased Premises from the date of damage until restoration is sufficiently complete to enable Lessee to recommence its use and occupancy of the Leased Premises for the purpose set forth in this Agreement.

Section 12.27 Cooperation.

The Parties shall make their designated representative available to meet within a reasonable time to discuss issues relating to the Agreement or the Leased Premises.

Section 12.28 No Third-Party Beneficiaries.

This Agreement is made for the sole and exclusive benefit of the City and Lessee, and is not made for the benefit of any third party.

Section 12.29 Authority.

The persons signing this Agreement hereby warrant that they have full authority to sign this Agreement on behalf of the respective Parties.

Section 12.30 Entire Agreement.

This Agreement constitutes the entire agreement of the parties regarding the matters described herein, and any representations or understandings not included herein shall have no effect.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties, as evinced by the signatures of their duly authorized agents, do hereby execute this Agreement as of the Effective Date.

CITY OF BURLINGTON,
a municipal corporation of the State of Vermont

By: _____
Name: _____
Title: _____

:

IN WITNESS WHEREOF, the Parties, as evinced by the signatures of their duly authorized agents, do hereby execute this Agreement as of the Effective Date.

LESSEE
PRATT & WHITNEY ENGINE SERVICES, INC.
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

Leased Premises

1. Hangar building consisting of approximately 48,440 square feet of enclosed space.
2. Parking lot consisting of approximately 40 vehicles spaces
3. Total ground area of approximately XXXXXXXX square feet

[INSERT DIAGRAM]

EXHIBIT B

Leased Premises Existing Conditions as of **December 1, 2025**

Exhibit B
Leased Premises Existing Conditions as of **December 1, 2025**

EXHIBIT C

City & Lessee's Improvement Obligations

1. City Improvement Obligations:

- a. Facility Roof & Window Maintenance
 - i. Repair roof leaks [Repaired and Continuous Monitoring]
 - ii. Repair window leaks and/or broken windows [Hangar Completed – Office yet to be completed]
 - iii. Repair wall leaks [Monitoring]
 - iv. Repair door leaks [Monitoring]

[Replace with white roof?]

- b. HVAC Repairs
 - i. Repair/Replacement of outdoor HVAC unit RTU 3
- c. Facility Outdoor Improvements
 - i. Parking lot asphalt repair and stripe painting [Completed]
 - ii. Dock repair [Tenant performing the work – to seek reimbursement from City]

d. Façade Improvements [????] [Schedule?]

2. Lessee Reimbursable Improvements:

- a. Office Space Reconfiguration
 - i. Move office space from 1st floor to 2nd floor
 - ii. Expand and renovate 1st floor bathrooms
 - iii. Renovate kitchen/break area
 - iv. Create a conference area
 - v. Replace carpeting
 - vi. Ventilation in machine shop area
 - vii. Security upgrades for doors to meet FAA requirements
 - viii. Upgrade fire suppression to meet code requirements
- b. Mezzanine
 - i. Renovation to accommodate office space and storage with the inclusion of 5 closed door offices and cubicle space
 - ii. Conversion of the parts storage room to a clean room/NDT
 - iii. Bathrooms
 - iv. Elevator
 - v. HVAC

EXHIBIT D

APRON AREA

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

FROM: Patrick Leahy Burlington International Airport
Nicolas Longo, Director of Aviation

DATE: June 3, 2026
June 15, 2026
June 29, 2026

SUBJECT: Request to execute a lease with Pratt & Whitney Engine Services, Inc.

REQUEST

The Patrick Leahy Burlington International Airport ("the Airport" or "BTV") respectfully requests approval and authorization to execute a lease with Pratt & Whitney Engine Services, Inc (Pratt and Whitney)

EXECUTIVE SUMMARY

Background

Pratt & Whitney Engine Services, Inc (Pratt and Whitney) has held a lease with the Airport since the 1990s and builds engines at Leahy BTV. As the largest Pratt and Whitney Canada operation in the United States, the company works closely with Heritage Aviation regarding engine repair and maintenance, as well as manufacturing aircraft engines here at Leahy BTV. Pratt and Whitney expressed interest to Leahy BTV in improving and growing the building. The lease is currently month to month, and these improvements have been added to a new lease as Pratt and Whitney plans to keep their operations at Leahy BTV long term.

Lease Terms

The proposed lease includes the following key terms:

- **Effective Date:** July 1, 2026
- **Expiration:** June 30, 2036
- **Renewal Option:** Two 5-year extensions
- **Rental Rate:** \$2,072 per month, or \$281,436.40 annually
- **Annual Rent Increase:** Base rent will increase at a rate of 2.5% commencing on the first day of the second year of the renewal option term
- **Construction Commitment:** All improvements commence within 2 years of the start of the lease term.
- **Updates to the building include:**
 - Reconfiguration of office space
 - Renovation of Mezzanine space
 - Repair and upgrades to various areas of building maintenance

Conclusion

Pratt and Whitney Engine Services is essential to the aviation community at Leahy BTV. The Airport is excited to encourage the growth of this space to support their operations.

We respectfully request the approval and authorization to proceed with finalizing and executing the lease agreement with the Pratt and Whitney.

MOTIONS:

Airport Commission

1. To approve the memo as presented

Board of Finance:

1. To approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute an aeronautical facility lease with the Pratt & Whitney Engine Services, Inc, subject to final review and approval by the City Attorney’s Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney’s Office as may be necessary or convenient to effectuate the transactions contemplated hereby.

City Council:

1. To authorize the Mayor of the City of Burlington to execute an aeronautical facility lease with the Pratt & Whitney Engine Services, Inc, subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby.

FIRST AMENDMENT TO LEASE AGREEMENT

Between

THE CITY OF BURLINGTON, VERMONT

and

HANGAR CONDOMINIUM ASSOCIATION, INC.

Dated as of: _____

TABLE OF CONTENTS

ARTICLE	Page
ARTICLE 1 LEASED PREMISES	1
ARTICLE 2 TERM	2
ARTICLE 3 RENT	2
ARTICLE 4 CONSTRUCTION OBLIGATION	3
ARTICLE 5 NONDISCRIMINATION	3
ARTICLE 6 OBSOLETE PROVISIONS.....	4
ARTICLE 7 INSURANCE	4
ARTICLE 8 TITLE TO IMPROVEMENTS	7
ARTICLE 9 NO OTHER AMENDMENT.....	7

DRAFT

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”) is made and entered into this ___ day of _____ 20__ (the “Effective Date”), and is by and between the **CITY OF BURLINGTON, VERMONT** (“City”), a municipal corporation in the State of Vermont, and **HANGAR CONDOMINIUM ASSOCIATION, INC.**, a Vermont corporation (the “Lessee” and together with City the “Parties” and each a “Party”).

RECITALS:

WHEREAS, the City owns and operates the Patrick Leahy Burlington International Airport (“Airport”);

WHEREAS, the City and Lessee entered into that certain Lease Agreement, effective as of September 20, 2013 (“Agreement”);

WHEREAS, under the Agreement, the City has leased certain real property at the Airport to Lessee (the “Leased Premises”);

WHEREAS, Lessee has exercised all available options under the Agreement, and the Agreement is presently set to expire on August 31, 2028;

WHEREAS, the Parties desire to extend the term of the Agreement and to provide Lessee with additional options to extend the Agreement;

WHEREAS, the Parties desire to clarify the boundaries of the Leased Premises; and

WHEREAS, the Parties desire to amend the Agreement to facilitate Lessee’s construction of capital improvements on the Leased Premises;

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the Parties hereby agree as follows:

ARTICLE 1 LEASED PREMISES

1.1 General Description.

The first paragraph of Section 1 of the Agreement is hereby amended and restated in its entirety to read as follows:

“Lessor hereby to Lessee a parcel of land on the Airport, as shown on the sketch and more specifically described on Exhibit “A” attached hereto, comprising 46,200 square feet (hereinafter "premises" or "demised premises").”

This Paragraph 1.1 is intended only to clarify the square footage of the premises already existing under the Agreement, and is not intended to substantively modify the size or scope of the premises.

1.2 Legal and Diagram Description.

To reflect the forgoing clarification, the existing Exhibit A to the Agreement is deleted and replaced with Exhibit A-1, attached to this First Amendment.

ARTICLE 2 TERM

Sections 2(a) and 2(b) of the Agreement are hereby deleted in their entirety and replaced with the following:

“The initial term of the Agreement shall expire on August 30, 2038. At the end of the initial term, the Agreement may be extended by the Lessee for up to one (1) option term consisting of ten (10) years. The option term shall only be effective upon Lessee’s written notice to Lessor no less than one year prior to the expiration of the initial term. In addition, for the option term to be effective, Lessee must not then be in default beyond the applicable grace period.”

Section 2(c) of the Agreement is renumbered as Section 2(b).

ARTICLE 3 RENT

3.1 Rent

Section 3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

“Effective April 1, 2026, Zero Dollars and Fifty Four Cents (\$0.54) per square foot per year.”

3.2 Rental Increase

Section 3(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

“Effective September 1, 2025, and each September 1 thereafter, the rent shall increase by the percentage increase in the Consumer Price Index-Urban measured from July of the previous year to July of the current year, provided that no single increase shall be less than two percent (2%) or greater than 6%.”

**ARTICLE 4
CONSTRUCTION OBLIGATION**

4.1 New Construction Obligation

A new Section 7(n) is added to the Agreement as follows:

“As more specifically set forth on Exhibit B, to construct additional improvements on the premises (the “Additional Improvements”) and make attendant minimum investments no later than the timeframes identified on Exhibit B.”

4.2 New Exhibit B

Exhibit B, attached to this First Amendment, is hereby added to the Agreement.

**ARTICLE 5
NONDISCRIMINATION**

5.1 Revised Obligations

Sections 15(c) and (d) of the Agreement are hereby deleted in their entirety, and replaced with the following as a new Section 15(c):

“Lessee acknowledges that the City is required by the FAA under the terms of certain agreements between the City and the United States of America relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the grant or receipt of federal funds for the development of the Airport, to include in this Agreement certain required contract provisions, attached as Exhibit C hereto (the “Federal Nondiscrimination Clauses”). Following the Effective Date, Lessee agrees to comply with the Federal Nondiscrimination Clauses and, where applicable, include the Federal Nondiscrimination Clauses in each of its subcontracts without limitation or alteration. Following the Effective Date, Lessee further agrees to comply with any modification to or interpretation of the Federal Nondiscrimination Clauses that may from time to time be required by the FAA or other agency with jurisdiction, within thirty (30) days of receiving notice from the City of such required modifications. In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates the terms of any such deeds or agreements, City and Lessee shall use all reasonable efforts to mutually amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation. Subsequent to any such amendment or alteration, the remaining provisions of this Agreement shall remain binding and in full effect upon the parties as if no such amendment or alteration had occurred.”

5.2 New Exhibit C

Exhibit C, attached to this First Amendment, is hereby added to the Agreement.

**ARTICLE 6
OBSOLETE PROVISIONS**

Sections 6(b) and 8(c) are hereby deleted in their entirety.

**ARTICLE 7
INSURANCE**

7.1 Lessee Obligations

Section 7 (g) is hereby deleted in its entirety, and replaced with the following:

Throughout the Term of this Agreement, Lessee shall obtain and maintain insurance in the types and amounts required under this Section 7.

1. *Insurance Certificates.* Lessee shall submit certificates of insurance to the City prior to the Effective Date and annually thereafter. Lessee shall provide to the City certificates of insurance listing “City of Burlington, Burlington International Airport” as the certificate holder and containing information reasonably required by the City, including but not limited to (i) the name, address, and contact information of the authorized agent, Lessee as the insured, and the City as certificate holder; (ii) the name of the insurance company; (iii) description of policies, including coverage types and amounts; (iv) policy number(s) and period(s); (v) limits of liability; and (vi) the signature of the authorized agent.
2. *Additional Insured.* Each required insurance policy as it relates to the Leased Premises, the Improvements, and Lessee’s Authorized Use thereof, shall name the City as an additional insured and loss payee, with the specific exception of professional liability workers compensation insurance.
3. *Policy Provisions.* Each of the insurance coverage required herein (i) shall be issued by a company licensed by the State of Vermont to transact the business of insurance in the State of Vermont for the applicable line of insurance, and (ii) shall be issued by an insurer with a Best Policyholders Rating of “A-/VIII” or better by the latest *Best Insurance Report* or has an analogous rating from a comparable rating service approved by the City. All insurance coverages required under this Agreement, except for workers’ compensation, shall include the City and its officers, agents, and employees as additional named insured, provide thirty (30) days’ prior written notice of cancellation, change, or intent not to renew the insurance, a waiver of subrogation, and list any and all exclusions. Each such policy a provision stating that the policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents, or other representatives and shall contain a clause to the effect that such policies and the coverage evidenced thereby shall be primary with respect to any policies carried by the City, and that any coverage carried by the City shall be excess insurance. In no event shall

the limits of said policies be considered as limiting the liability of Lessee under this Agreement.

4. *Insurance Coverages.* Lessee's liability under this Agreement shall not be limited to the amount of insurance carried. Any changes to insurance are at the sole expense of Lessee. Types and limits of insurance required as of the Effective Date are as follows:

i. Commercial General Liability Insurance. Lessee shall maintain Commercial General Liability Insurance naming the City as additional insured on a primary, non-contributory basis which shall include, but need not be limited to, coverage for bodily injury and property damage (including aircraft) arising from premises and operations liability, products and completed operations liability, personal injury, and advertising liability, contractual liability, fire legal liability, blasting and explosion, collapse of structures, underground damage liability and excess business auto liability coverage.. Effective July 24, 2026, the Commercial General Liability Insurance shall provide at minimum limits of \$2,000,000 per occurrence, \$2,000,000 aggregate in year 1; Effective July 24, 2027, \$2,000,000 per occurrence and \$4,000,000 aggregate in year 2 and effective July 24, 2028, \$4,000,000 per occurrence and \$4,000,000 aggregate throughout the term of the agreement unless otherwise amended.

Notwithstanding the foregoing, if Lessee determines, acting in good faith and supported by reasonable documentation, that any required insurance coverage, endorsement, or minimum limit (collectively, the "Required Coverage") is not commercially available or is only available at a cost that is commercially unreasonable relative to the risks covered and prevailing market conditions, then Lessee shall:

- (i) promptly notify the City in writing, describing the specific Required Coverage that is unavailable or unreasonably priced and providing supporting evidence (e.g., broker correspondence or quotes); and
- (ii) obtain and maintain the closest available coverage that is commercially reasonable under the circumstances, with limits and terms as near as practicable to the Required Coverage.

Upon receipt of such notice, the parties shall confer in good faith to agree on appropriate alternative insurance requirements, taking into account industry standards, availability in the marketplace, and the nature of the risks to be insured.

ii. Builder's Risk Insurance. During the construction of the Improvements, any major renovation (defined to mean with a cost

in excess of \$100,000), or major reconstruction of all or any portion of the Improvements, Lessee shall provide, or cause its contractor to provide, a Builder's Risk Insurance Policy to be made payable to the City and Lessee as their interests may appear, but in all instances subject to the terms and conditions of any Leasehold Mortgage and the requirements of any mortgagee. The policy amount should be equal to 100% of the contract amount under any construction contract applicable to any such construction, renovation, or reconstruction. All deductibles shall be the sole responsibility of Lessee or the contractor, and in no event shall the amount of any deductible exceed \$250,000.00. The policy shall be endorsed substantially as follows:

"The following may occur without diminishing, changing, altering or otherwise affecting the coverage and protection afforded the insured under this policy: (i) furniture and equipment may be delivered to the insured premises and installed in place ready for use; and (ii) partial or complete occupancy by Lessee; and (iii) performance of work in connection with construction operations insured by Lessee, by agents or sublessees or other contractors of Lessee, or by contractors of Lessee."

iii. Property Insurance. Upon completion of the construction, renovation, or reconstruction of the Improvements (as may be applicable), during the Term, Lessee shall provide an "all risk" Property Insurance Policy to be made payable to the City and Lessee as their interests may appear. The policy amount shall be equal to 100% of the replacement value of the completed Improvements and shall include replacement cost, demolition cost, and increased cost of construction endorsements. All deductibles shall be the sole responsibility of Lessee, and in no event shall the amount of the "all risk" deductible exceed \$100,000.00. Any improvements constructed by Lessee upon the Leased Premises shall be constructed and maintained at Lessee's risk.

5. *Maintaining Coverage; Modification*. The City may require certificates of insurance for any insurance policies entered into by Lessee, and Lessee is responsible for annually verifying and confirming in writing to the City that all sub-contractors, agents, operators, or workers meet the minimum coverage and limits plus maintain current certificates of coverage, and that all work activities related to this Agreement shall meet minimum coverage and limits, with any sub-contractors, agents, operators or workers complying with the same insurance requirements as Lessee. The City reserves the right to review the insurance coverage requirements upon Lessee's exercise of the Option Term to ensure that the specified coverages and limits remain commercially reasonable for similar improvements and facilities, and Lessee shall modify its coverage upon commencement of the Option Term at Lessee's sole expense upon the reasonable request of the

City if the specified coverages and limits are no longer commercially reasonable for similar improvements and facilities.

6. *Application to Others.* Lessee shall require all contractors, subcontractors, agents, or workers performing work or occupying the Leased Premises to be properly licensed and to obtain insurance coverage meeting the requirements of this Section 7(g) as evidence on a certificate of insurance. Lessee shall require that all such persons submit certificates of such insurance to the City prior to performing work or occupying the Leased Premises. The insurance provisions herein shall likewise apply to any permitted sublessee or assign of Lessee. Any sublessee must comply with the provisions as set forth in this Section 7(g).

**ARTICLE 8
TITLE TO IMPROVEMENTS**

Section 18 is hereby deleted and replaced with the following:

“Upon expiration of this Agreement, by cancellation or termination of the lease term, all fixed improvements made upon the demised premises by Lessee shall become property of the City. The previous sentence notwithstanding, upon written notice from the City no less than one hundred and twenty (120) days from the expiration of this Agreement, Lessee shall remove or otherwise dispose of said fixed improvements as soon as reasonably possible, but in no event longer than one hundred and twenty (120) days, following such cancellation or termination. If City exercises its right to require Lessee to remove the improvements, Lessee shall restore the demised premises to a condition equivalent to that existing immediately prior to Lessee's initial occupancy of the demised premises, which occurred on or about January 1, 1982.”

**ARTICLE 9
NO OTHER AMENDMENT**

Except as otherwise specified or amended in this First Amendment, the Agreement shall continue in accordance with its terms. To the extent there is any conflict between the terms of the Agreement and this First Amendment, this First Amendment shall prevail.

*Remainder of Page Intentionally Left Blank
Signature Page Follows*

IN WITNESS WHEREOF, the City and Lessee have hereunto set their hands and seals the day and year first above written.

CITY:

CITY OF BURLINGTON

LESSEE:

HANGAR CONDOMINIUM
ASSOCIATION, INC

BY: _____

Printed Name:

Title:

BY: _____

Printed Name:

Title:

DRAFT

Exhibit A

Revised legal description and diagram

DRAFT

EXHIBIT B
ADDITIONAL IMPROVEMENTS

At its sole cost and expense, Lessee shall construct the following Additional Improvements, as approved in writing by the Director of Aviation, as follows:

Phase I

Specific Improvements

- Roof-mounted solar panels
- Connection of solar panels to utility systems in the existing hangar

Expenditure

No less than Twenty-Five Thousand Dollars (\$25,000) (“Phase I Minimum Investment”), with reasonable documentation provided to the City to verify that the Phase I Minimum Investment has been satisfied.

Timeline

Completion of improvements and satisfaction of Phase I Minimum Investment within five (5) years of the Effective Date of the First Amendment.

Phase II

Specific Improvements

- Lessee’s discretion, but subject to final approval by Airport Director
- Anticipated to be roof repair and/or asphalt repair/rehabilitation

Expenditure

No less than One Hundred Thousand Dollars (\$100,000) (“Total Minimum Investment”), with reasonable documentation provided to the City to verify that the Total Minimum Investment has been satisfied. Amounts expended by Lessee under Phase I shall be counted towards the Total Minimum Investment requirement.

Timeline

Completion of improvements and satisfaction of Total Minimum Investment within ten (10) years of the Effective Date of the First Amendment.

DRAFT

EXHIBIT C

FEDERAL NONDISCRIMINATION PROVISIONS

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest (hereinafter collectively referred to as “Lessee”) agrees as follows:

1. **Compliance with Regulations:** Lessee will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** Lessee, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, or national origin, creed, sex, age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, as it may be amended.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by Lessee of Lessee’s obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of Lessee is in the exclusive possession of another who fails or refuses to furnish the information, Lessee will so certify to City or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of Lessee’s noncompliance with the Non-discrimination provisions of this contract, City will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, suspending the Agreement, in whole or in part.
6. **Incorporation of Provisions:** Lessee will include the provisions of paragraphs one through six of this Exhibit C, Section (A) in every contract, including

procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Lessee will take action with respect to any contract or procurement as City or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Lessee becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, Lessee may request City to enter into any litigation to protect the interests of City. In addition, Lessee may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. Lessee for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that Lessee will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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

- i. 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;
- ii. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- iii. 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);
- iv. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- v. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38; and
- vi. 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.*).

E. General Civil Rights Provision. In all its activities within the scope of its airport program, the Lessee agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. The above provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the City remains obligated to the Federal Aviation Administration.

F. Right of Re-entry. Subject to all applicable notice and cure rights under the Agreement, in the event of breach of any of the above Nondiscrimination covenants, City will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. Lessee agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which Lessee grants a right or privilege to any

person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

DRAFT

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this 20th day of September, 2013, by and between the City of Burlington, a municipal corporation in the State of Vermont (hereinafter called "Lessor" or "City"), and Hangar Condominium Association, Inc., a Vermont corporation (hereinafter called "Lessee").

WITNESSETH:

WHEREAS, Lessor owns and operates an airport known as the Burlington International Airport located in South Burlington, Vermont, which airport and any additions or improvements thereto or changes therein which the City hereafter makes or authorizes are hereinafter collectively called the "Airport"; and

WHEREAS, the Airport has worked diligently to improve and upgrade its facilities and fulfill the national goal of a secure, efficient air transportation system, including its obligations to general aviation, particularly through the use of FAA/Airport Improvement Program funds for the South End Development Project; and

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated February 1, 1982, with an effective date of January 1, 1982, whereby Lessee leased from Lessor a parcel of land on the Airport (the "1982 Lease"); and

WHEREAS, pursuant the terms of the 1982 Lease, Lessee did construct 12 individual hangar units on the land leased from Lessor; and

WHEREAS, Lessor and Lessee wish to terminate the 1982 Lease and enter into a new lease for a parcel of land on the Airport, and enter into a process for the possible relocation of its leased space to another part of the Airport at a later date, together with certain rights and privileges in connection therewith;

NOW THEREFORE, for and in consideration of the premises and of the mutual covenants and promises herein contained, the parties hereby covenant and agree as follows:

1. PREMISES

Lessor hereby leases and lets to Lessee and Lessee hereby hires and takes from Lessor for the purposes hereinafter set forth, and for the exclusive use of Lessee, a certain parcel of land on the Airport, as shown on the plan or sketch attached hereto marked Exhibit "A," and hereby specifically made a part hereof, said parcel of land containing approximately 46,200 square feet (hereinafter "premises" or "demised premises") to have and to hold the premises with the appurtenances thereto belonging, upon the terms and conditions hereinafter contained.

Lessor and Lessee agree, however, that the premises may be needed for other Airport purposes within the term of this Lease and that other suitable ground space of equivalent, or larger, size upon which the Lessee may construct hangar space for secure storage of aircraft and access to the runway and taxiways will be made available to relocate Lessee. It is further agreed that the cost of any such relocation shall be the responsibility of Lessee; provided, however, that if the relocation is requested for reasons other than the furtherance of Lessor's efforts to develop the so-called "south end" of the Airport in accordance with the FAA approved Airport Layout Plan, which plan may from time-to-time be amended to reflect current aviation demand, the cost of any such relocation shall be the responsibility of Lessor.

2. TERM

a. The initial term of this Agreement shall commence effective September 1, 2013, and end on August 30, 2018, unless sooner terminated as hereinafter provided.

b. At the end of the initial term, provided that the Lessee is not then in default beyond the applicable grace period, and that the Lessor has not initiated physical construction of the new general aviation area identified for T hangars and executive hangars, as shown on the FAA approved Airport Layout Plan approved by the FAA on March 23, 2012, to which the Lessee has expressed intention to relocate upon its availability, the Agreement may be extended by the Lessee for a period of two (2) terms each consisting of five (5) years, effective September 1,

2018 and September 1, 2023 respectively. The Lessee shall notify the Lessor of its desire to renew the subject lease not later than one year prior to the expiration of the initial term or any extension thereof then in effect. Lessee's right to renew this Agreement shall be subject to the condition that no event of default under the terms of this agreement shall have occurred and is continuing; including, without limitation, any event of default hereunder resulting from a continuing breach of Article 7 of this Agreement.

c. Effective August 31, 2013, the 1982 Lease Agreement shall be terminated and neither party shall thereafter have any right or obligation under the provisions of the 1982 Agreement.

3. RENTAL

For and during the term hereof, Lessee agrees to pay Lessor the following ground rental for the use and occupancy of the demised premises and as a condition for the privileges conferred upon Lessee by this Agreement, payable in equal monthly installments on or before the first day of each and every month, in advance, without billing, at the office of the Director of Aviation. Any rental amount payable which shall not have been paid by the first day of the month to which it applies shall bear interest at the rate of one and a half percent (1 1/2%) per month, which interest shall be paid by Lessee in addition to the rental amount.

a. \$0.39 per square foot for the 46,200 sf of ground, or Eighteen Thousand Eighteen Dollars (\$18,018.00) per annum for the first year of this Agreement, through June 30, 2014.

b. Commencing on July 1, 2014, and continuing each year thereafter through the remainder of the initial term of the lease, said rental will be adjusted to be equal to, and reflect, the then current published rate for ground rental at the Airport as determined by the application of any change in the value of the dollar, from the May of the preceding year to May of the new year according to the Consumer Price Index for all Urban Consumers, published by the Bureau of Labor Statistics of the United States Department of Labor. In no event shall the new rates be

less than the immediately preceding rate. As a time lapse occurs in the issuing of the Consumer Price Index, all adjustments shall be retroactive to the beginning of each new lease year.

c. In the event that the United States Department of Labor discontinues publication of the Consumer Price Index or data from which the index can be directly computed, or if the method for the determination of such index is substantially different than that existing at the time this Agreement is executed, the basis for the rental rate adjustment shall be redefined by Lessor in the manner necessary to accomplish the same adjustment objectives as set forth herein.

4. USE OF PREMISES

The demised premises contain 2 metal hangar buildings comprising of 12 individual hangars erected and owned by Lessee. The demised premises and the hangars shall be used and occupied solely for general aviation purposes and for no other purpose or purposes without the written consent of Lessor. Without limiting the generality of the foregoing, but merely by way of example, Lessee shall not use the premises to conduct a fixed based operator and aeronautics business; for commercial passenger transport; for the sale or lease of petroleum products, aircraft, engines, accessories and parts; to conduct a flight school; or to maintain or service non-Lessee equipment. Lessee shall have the right to utilize the demised premises for the storage of aircraft owned by other parties and to charge a fee for said storage provided, however, that the hangar space required for such storage is not reasonably available from a fixed base operator at the Burlington International Airport.

5. AGREEMENT SUBORDINATE

This Agreement shall be subject and subordinate to the following:

a. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting or permitting or causing to be erected any new building or other structure which, in the sole opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft consistent with FAA requirements;

b. This Agreement shall be subordinate to the provisions of any existing or any future agreement between Lessor and the State of Vermont and/or the United States of America relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the granting of Federal or State Funds or the approval to impose or use Passenger Facility Charges for the improvement or development of the Airport. Lessee shall not cause Lessor to violate any assurances made by Lessor to the United States Government and/or State of Vermont in connection with the granting of such federal or state funds or the approval of such PFCs.

c. Lessor's right, during time of war or national emergency to lease the landing facilities or any part thereof, or to otherwise permit the use thereof on an exclusive basis, by the United States of America or the State of Vermont for military use; the provisions of this Agreement, to the extent that they are inconsistent with the superior right, shall be suspended during any such period.

Provided, however, that if Lessor should exercise such rights, then during the period of exercise, there shall be an appropriate and proportionate reduction in the rental of any portion of the Leased Premises as to which Lessee is unable to conduct the business substantially in accordance with the rights conferred by this Lease Agreement. The foregoing provision shall not be construed as affecting Lessee's right of cancellation under Section 11 below should Lessee be unable to conduct its business as foresaid for a period of at least ninety (90) days.

d. If any covenant, condition, or provision in this Agreement is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, or conclusively determined to be inconsistent with federal law or FAA grant assurances, such covenant, condition, or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this

Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

6. LESSOR OBLIGATIONS

Lessor covenants and agrees:

a. That it has lawful possession of the demised premises and has good and lawful authority to execute this Agreement.

b. To continue its efforts to provide facilities to serve general aviation operators by attempting to expand the Airport's infrastructure to the south of the present Airport footprint with sufficient space to accommodate approximately 24 hangars (the "South End Project").

c. Lessor agrees to maintain the Airfield Area in good condition and repair. Such obligation shall include snow removal from runways and taxiways; provided, however, that the extent of such obligation as to snow removal from the Apron Area shall be limited to general snow removal required for the operation of aircraft and ground equipment, and shall be limited to the area beginning thirty (30) feet out from any building. To the extent possible, and to the extent that such snow removal is required for the operation of aircraft and ground equipment, Lessor agrees to assist Lessee with snow removal in the area within thirty (30) feet from building; provided, however, that CITY shall not be liable for any failure to do so.

7. LESSEE OBLIGATIONS

Lessee covenants and agrees:

a. To pay the rent and other charges herein reserved at such times and places as the same are payable.

b. To furnish to the demised premises and to pay all charges for property taxes, casualty insurance (on the buildings and contents), telephone service, water, heat, air conditioning, gas, electric power, trash and/or hazardous waste removal, snow removal and janitorial service, and other public utilities of every kind to the demised premises.

c. To keep and maintain all parts of the demised premises, including related and associated appurtenances, in good condition, order and repair during the term of this Agreement, including but not limited to painting, lighting, removal of snow and garbage, landscaping, replacement of broken glass with glass the same size and quality of that broken, installed and operating equipment including air conditioning units, gas heaters, plumbing, and utility services. All maintenance shall be subject to general monitoring by Lessor to insure a continuing high quality of appearance commensurate with maintenance and safety standards of the Airport.

d. To observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state or local statutes, ordinances, regulations, standards, conditions and agreements applicable to Lessee for its use of the demised premises, including, but not limited to, ordinance, rules and regulations promulgated from time to time by or at the direction of Lessor for the administration of the Airport; at its own expense to submit to and comply with the requirements of all state and federal regulatory agencies or municipal boards having jurisdiction over the construction of any fixed improvements on the demised premises, including, but not limited to, any State, or local governmental Department or Board; and at its own expense to comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines in connection with any new construction or alteration of the demised premises. Lessee shall bear the burden of this obligation regardless of whether any such Agency or Board shall require that Lessor be the applicant of record.

e. To indemnify and save harmless the Board of Airport Commissioners of the City of Burlington, its members, agents, officers and employees, their successors and assigns, and the City of Burlington, its officers, agents and employees, their successors and assigns, individually or collectively, from and against all liability for any fines, claims, suits, liens, demands, actions or cause of action of any kind and nature for personal injury, death or property damage in any way arising out of or resulting from any activity or operation of Lessee on the Airport, including the demised premises, and Lessee further agrees to pay all expenses in defending against any such claims made against Lessor; provided, however, that Lessee shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of the Lessor, its agents or employees. Lessee shall give prompt and timely notice of any claim made or suit instituted which, in any way, directly or indirectly contingently or otherwise, affects or may affect Lessor.

f. To commit no actionable waste or nuisance upon the demised premises and shall not do or permit to be done anything which may result in the creation, commission or maintenance of any such waste or nuisance on said premises or the Airport.

g. To procure and maintain in effect during the term of this Agreement comprehensive general public liability insurance and hangar keeper liability insurance with responsible insurance underwriters, qualified to transact business in the State of Vermont, and naming Lessor as an additional insured, insuring against all legal liability for injuries to persons (including wrongful death) and damages to property caused by Lessee's use and occupancy of the demised premises or otherwise caused by Lessee's activities and operations on or about said premises or the use, occupancy, activities or operations of any assigns or sublessee of Lessee pursuant to paragraph 14; with liability limits as follows: (1) comprehensive general public liability insurance with liability limits of not less than \$1,000,000.00 for any one person, and not

less than \$2,000,000.00 for each occurrence, and Hangarkeeper's loss limit of not less than \$300,000.00 for each occurrence and not less than \$150,000.00 for each aircraft.

If Lessor is subsequently required by a third party having legitimate authority to establish insurance coverage requirements applicable to the operations of the Lessee on the demised premises, and such requirement is to maintain insurance with coverage limits higher than the foregoing limits, then within sixty (60) days after Lessor's request therefore Lessee shall provide Lessor with an insurance policy whose limits are not less than those requested by Lessor, the Lessor shall provide to Lessee such documentation establishing a reasonable justification for requiring such additional limits.

Lessee shall furnish Lessor with a certificate of such insurance, within ten (10) days after execution of this Agreement, which shall provide that Lessor is an insured under said policy, and that policy cannot be cancelled or materially modified except upon thirty (30) days' advance written notice to Lessor. Lessor shall have the right to examine such insurance policy upon reasonable notice to Lessee.

In the event that Lessee is required by law to carry workmen's compensation insurance Lessee shall furnish to Lessor satisfactory evidence that it carries workmen's compensation insurance in accordance with the laws of the State of Vermont.

If at any time during the term hereof, Lessee shall fail to obtain and maintain the insurance as required herein, Lessor may affect such insurance by taking out policies in companies satisfactory to Lessor. The amounts of the premium or premiums paid for such insurance by Lessor shall be payable by Lessee to Lessor with the installments of rent thereafter next due under the terms of this Agreement.

h. To erect, construct, install, or make, or cause to be erected, constructed, installed, or made, all improvements on or to the demised premises, which are deemed fit or proper for the storage of aircraft. All additions or improvements shall be subject to the prior written consent of

Lessor, said consent not to be unreasonably withheld. All new construction and alterations of the demised premises shall be at the expense of Lessee and must comply with the standards for accessible design known as the Americans with Disabilities Act Accessibility Guidelines.

i. To observe and comply with any and all present and future security regulations and procedures and operational procedures promulgated from time to time by or at the direction of Lessor for the administration of the Airport.

j. That the management, maintenance and operation of the demised premises shall at all times be under the supervision and direction of an active, qualified, competent representative of Lessee, and Lessee shall identify its representative, and any successor, in writing to Lessor.

k. That it shall not park or allow to be parked any aircraft, vehicles, or equipment or leave or allow the same to be left standing on a public landing area, public ramp and apron area, public cargo ramp and apron area, public aircraft parking and storage area, or operational area, except at such places as may be prescribed or permitted by the Director of Aviation. Lessee further covenants and agrees to move or caused to be moved such aircraft from the place where it is parked or stored to any other place as designated and directed by the Director of Aviation.

l. To properly handle, remove and dispose of any and all lubricants and/or hazardous waste and to maintain the demised premises in a clean and safe condition.

m. To observe and comply with any and all present and future requirements of the constituted public authority and with all federal, state or local statutes, ordinances, regulations, standards, conditions and agreements regarding generation, storage, disposal, removal, transportation or treatment of hazardous substances.

Lessee further unconditionally, absolutely and irrevocably indemnifies and agrees to defend and hold harmless Lessor from and against all loss, cost and expense (including, without limitation, attorney's fees) of whatever nature suffered or incurred by Lessor on account of the existence on the demised premises, or the release or discharge from the demised premises, of "hazardous substances,"

including, without limitation, any claims, costs, losses, liabilities and expenses arising from the violation (or claimed violation) of any environmental laws or the institution of any action by any party against Lessor or the demised premises based upon nuisance, negligence or other tort theory alleging liability due to the improper generation, storage, disposal, removal, transportation or treatment of hazardous substances or the imposition of a lien on any part of the demised premises under the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as amended ("CERCLA"), or any other laws pursuant to which a lien may be imposed due to the existence of hazardous substances. Lessee further unconditionally, absolutely, and irrevocably guarantees the payment of any fees and expenses incurred by Lessor in enforcing or seeking enforcement of the liability of Lessee under this indemnification. Provided, however, that Lessee shall not be liable for conditions on the demised premises that existed prior to January 1, 1982.

For the purposes of this Section, "hazardous substances" shall mean and include, but shall not be limited to, any element, substance, compound or mixture, including disease-causing agents, which after release into the environment or work place and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly, will or may reasonably be anticipated to cause death, disease, behavioral abnormalities, cancer, genetic mutation, physiological malfunctions, including malfunctions in reproduction or physical deformations in such organisms or their offsprings, and all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), or any other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, CERCLA, and regulations adopted pursuant to such Acts, the Toxic Substances Control Act of 1976, as heretofore or currently in effect ("TSCA") and the Resource Conservation and Recovery Act of 1976, as heretofore or currently in effect ("RCRA").

Lessee agrees to provide and agrees to require all approved assignees, subcontractors, sublessees, or underlessees of the demised premises to provide an annual written report to the Director of Aviation by July 1, 2014 and annually on the same day thereafter, describing in reasonable detail all products and materials containing Hazardous Substances which have been present on the demised premises during the preceding calendar year. Such report shall include for such period (i) product name or other description of each product containing such substances, (ii) quantities of each product consumed, (iii) the general purpose of each product, and (iv) a description of the storage and disposal methods for each product. Lessee shall maintain and require its assignees, subcontractors, sub lessees, or under lessees to maintain records of the disposal of all waste products containing Hazardous Substances, which will be available to the Lessor upon request for inspection and copying.

8. MUTUAL COVENANTS

In connection with Lessor's leasing of the premises to Lessee, the parties mutually covenant and agree that:

a. If the demised premises or any part thereof are rendered untenable by public authority, or by fire or the elements, or other casualty, except such as shall have resulted from the negligence or willful conduct of Lessee, a proportionate part of the rent herein reserved (whether paid in advance or otherwise) shall be abated and suspended, according to the extent of such un-tenantability, until the demised premises are again made tenantable and restored to their former condition. If the premises or a substantial part thereof (more than 50%) are thereby rendered untenable to the extent they are not suitable for the purposes provided for herein, and so remain for a period of 90 days, Lessee may, at its option, terminate this Agreement by written notice to Lessor.

b. If Lessee shall pay the rent and other charges herein provided and shall keep, observe and perform all of the other covenants of this Agreement by it to be kept, performed and

observed, it shall and may peaceably and quietly have, hold and enjoy the demised premises for the term of this Agreement.

c. As stated in Section 6b above, Lessor will continue its efforts to provide facilities to serve general aviation operations by planning and expanding the Airport's infrastructure at the south end of the Airport (known as the "South End Development Project") with sufficient space to accommodate Lessee's requirement for approximately 24 hangars. Upon the expiration of the term of this lease, and provided the Lessor has made significant progress with the development of the South End Development Project, the parties agree to negotiate in good faith a lease agreement pursuant to which Lessee shall lease a parcel of land encompassed by the South End Project from Lessor sufficient to allow Lessee to construct, at its own expense, its new general aviation hangar facilities.

d. Lessor represents and warrants to Lessee that, subject to the terms of this Agreement, throughout the term hereof, Lessee may have, hold and enjoy peaceful, uninterrupted, and exclusive possession of the demised premises and rights herein leased and granted without hindrance by Lessor or any entity claiming by or through Lessor, subject to performance by Lessee of its obligations herein.

9. ENTRY ON PREMISES

Lessor and its authorized officers, employees, agents, contractors, sub-contractors and other representatives shall have the right to enter upon the demised premises for the following purposes:

a. Upon notice to Lessee, to inspect the demised premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether Lessee has complied and is complying with the terms and conditions of this Agreement and Lessee shall provide the Director of Aviation with serviceable keys to all of its facilities so as to permit the exercise of Lessee's rights hereunder; or

b. Upon prior notice to Lessee, to perform essential maintenance, repair, relocation or removal of existing underground or overhead wires, pipes, drains, cables and conduits now located on or across the demised premises and to construct, maintain, repair, relocate and remove such facilities in the future if necessary to carry out the master plan of development of the Airport, provided, however, that said work shall in no event unduly disrupt or interfere with the operations of Lessee. Nothing herein shall be construed to impose upon Lessor any obligations so to construct or maintain or to make repairs, replacements, alterations or additions, or shall create any liability for any failure to do so. Lessee is and shall be in exclusive possession of the demised premises and Lessor shall not in any event be liable for any damage to the premises or to any property of Lessee or of any other persons located in or thereupon, other than to repair or remedy such damage as may be occasioned by negligence of Lessor, its employees or agents.

10. CANCELLATION RIGHTS OF LESSOR

Lessor shall have the right except as provided in Subparagraph "e" herein, upon ninety (90) days advance written notice to Lessee, to cancel this Agreement in its entirety, upon or after the happening of one or more of the following events, if said event or events shall then be continuing:

a. If Lessee shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking its reorganization or the readjustment of its indebtedness under the Federal Bankruptcy Law or any similar law or statute of the United States or any state, territory or possession thereof, or under the state, nation or government, or consent to the appointment of a receiver trustee or liquidator of all or substantially all of the property of Lessee;

b. If by order or decree of a court of competent jurisdiction Lessee shall be adjudged bankrupt or any order shall be made approving a petition seeking its reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy Laws or any law or statute of the

United States or any state, territory or possession thereof, or under the law of any other state, nation or government, provided, that if any such judgment or order be stayed or vacated within ninety (90) days after the entry thereof, any notice of cancellation under this subsection given shall be and become void and of no effect;

c. If by or pursuant to any order or decree of any court or governmental authority, board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of Lessee for the benefit of creditors, provided, that if such order or decree be stayed or vacated within sixty (60) days after the entry thereof or during such longer period in which Lessee shall diligently and in good faith contest the same, any notice of cancellation under this subsection shall be and become null, void and of no effect;

d. If Lessee shall voluntarily abandon the demised premises for a continuous period of one hundred twenty (120) days;

e. If Lessee shall fail to pay when due the rental charges or other money payments required by this Agreement, Lessor shall have the right, upon thirty (30) days advance written notice to Lessee, to cancel this Agreement in its entirety;

f. If Lessee shall fail to conduct itself in compliance with the norms and practices of the aviation industry and in particular with the requirements set forth in the Airport's Rules and Regulations;

g. If Lessee shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by Lessee hereunder and shall fail to remedy said default within thirty (30) days of the receipt by Lessee of written demand from the City so to do, except that if by reason of the nature of such default, the same cannot be cured within thirty (30) days, Lessor shall have the right to cancel if Lessee shall have failed to commence the remedying of such default within said thirty

(30) days following receipt of such written demand or having so commenced shall fail thereafter to continue with diligence the curing thereof;

h. Continuation of the circumstances referenced in paragraph 13 for a period of ninety (90) days.

11. CANCELLATION RIGHTS OF LESSEE

Lessee shall have the right, upon thirty (30) days advance written notice to Lessor, to cancel this Agreement in its entirety upon or after the happening of one or more of the following events, if said event or events shall then be continuing:

a. The issuance by any court of competent jurisdiction of an injunction, order or decree, preventing or restraining the use by Lessor of all or any substantial part of the premises or of the Airport for the uses permitted by this Agreement, preventing or restraining the use of the Airport for usual airport purposes in its entirety or the use of any part thereof which may be used by Lessee and which is necessary for Lessee's operations on the Airport, which remains in force unvacated or unstayed for a period of at least ninety (90) days;

b. The default by Lessor in the performance of any of the terms, covenants or conditions to be fulfilled by it under this Agreement and the failure of Lessor to cure such default within a period of thirty (30) days following receipt of written demand from Lessee so to do, except that if by reason of the nature of such default, the same cannot be cured within thirty (30) days, Lessee shall have the right to cancel if Lessor shall have failed to commence the remedying of such default within said thirty (30) days following receipt of such written demand or having so commenced shall fail thereafter to continue with diligence the curing thereof;

c. The inability of Lessee to conduct its business at the Airport substantially in accordance with the rights conferred by this Agreement, for a period of at least ninety (90) days, because of (i) any law, or (ii) any rule, order, judgment, decree, regulation or other action or non-action of any governmental authority, board, agency or officer having jurisdiction thereof;

d. In the event of destruction of all or a material portion of the Airport or the Airport facilities, or in the event that any agency or instrumentality of the United States Government or any state or local government shall occupy the Airport or substantial part thereof, or in the event of military mobilization or public emergency wherein there is a curtailment, either by executive decree or legislative action of normal civilian traffic at the Airport or the use of airplanes by the general public, and any of said events shall result in material interference with Lessee's normal operations continuing for a period in excess of ninety (90) days.

12. LIENS

Lessee shall cause to be removed any and all mechanic's or materialman's liens of any nature arising out of or because of any construction performed by Lessee or any of its contractors or sub-contractors upon the premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at said premises, by or at the direction of Lessee within a reasonable time not to exceed three (3) months from the completion of any such construction. Provided, that if Lessee is in the process of contesting, in good faith, the assertion of any such lien, it shall not, pending the termination of such contest, be obligated to remove such lien.

13. FORCE MAJEURE

Neither Lessee nor Lessor shall be deemed in violation of this Agreement if it is prevented from performing any obligations hereunder by reason of strikes, boycotts, labor disputes, acts of God, acts of the public enemy, acts of superior governmental authority, severe weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control, and the party experiencing force majeure gives written notice to the other party identifying the nature of such force majeure, and when it began. The party experiencing force majeure shall take immediate action to attempt to remove such causes of force majeure as may occur from time to time and its operations under this Agreement shall be resumed immediately after such cause has been removed, provided that neither party shall be required to settle any labor dispute except upon terms that party deems acceptable. The

suspension of any obligations under this section shall not cause the term of this Agreement to be extended and shall not affect any rights accrued under this Agreement prior to the occurrence of the force majeure. The party giving notice of the force majeure shall also give notice of its cessation.

14. ASSIGNMENT

a. The activities, uses, privileges and obligations authorized herein are personal and Lessee shall not assign, sub-contract, sublet, or underlet the same or any portion thereof except to its parent or a wholly owned subsidiary of Lessee, or assign, sub-contract, sublet, or underlet the demised premises or any portion thereof, except to its parent or a wholly owned subsidiary of Lessee, without the express consent of Lessor in writing, which shall not be unreasonably withheld, and any purported assignment or sub-contract in violation hereof shall be void. No assignment or subletting to a subsidiary of Lessee shall operate to relieve Lessee from any of its responsibilities hereunder and Lessor may continue to look to Lessee in its enforcement of any Lease term or condition. Lessor shall be given at least sixty (60) days advance written notice of any planned assignment to or subletting by a subsidiary of Lessee and full opportunity to verify the subsidiary's status as such. Lessor will not be unnecessarily arbitrary in granting said permission, but Lessor shall be the sole judge as to the reliability, capability, character, and desirability of the parties involved.

b. Notwithstanding the provision of (a) above, for the purposes of financing construction of improvements upon the demised premises (the "Improvements"), and solely in connection therewith, Lessee shall have the right from time to time to execute and deliver to one or more banks or other sources of financing ("Lessee's Lender") suitable mortgages, assignments or other security interest on all or any portion of the Improvements and its interest as Lessee under this Agreement (the "Leasehold Estate"), subject to the following terms and conditions:

(1) Such security instruments shall constitute valid and enforceable liens in favor of Lessee's Lender, anything in this Agreement to the contrary notwithstanding.

(2) Lessee shall give written notice to Lessor of the identity of Lessee's Lender, and shall provide a copy to Lessor.

(3) Lessee's Lender shall have an opportunity to cure any default by Lessee within the applicable time limits provided in this Agreement to Lessee plus an additional fifteen (15) days.

(4) In order to accomplish cancellation of this Agreement pursuant to Sections 10 and 11 hereof, the party who would cancel shall deliver notice of such cancellation to Lessee's Lender, which or who shall thereupon have the right to become the owner of the Leasehold Estate on the same terms and priority as Lessee by paying back rent and curing such other defaults by Lessee as may then be existing.

(5) Nothing contained in this paragraph shall be construed as requiring Lessee's Lender to cure a default by Lessee hereunder; rather it shall become liable under this Agreement only when and if it elects, upon default by Lessee, either to become owner of the Leasehold Estate or to assume the obligations of Lessee hereunder. In such event, Lessee's Lender shall become liable hereunder for the period it is the owner of the Leasehold Estate and it shall have all rights of Lessee hereunder for said period the same as if it has been the original signatory hereof.

(6) If Lessee's Lender becomes the owner of the Leasehold Estate, it shall, upon prior written consent of the Lessor as to the fact of transfer and the identity of the transferee, after consideration of the proposed transferee's experience in the aviation business, its capital structure and its general business reputation (which consent shall not be unreasonably withheld or delayed) have the right to transfer the Leasehold Estate to a third party subject to the assumption by the transferee of all obligations of Lessee hereunder. Such a transfer by Lessee's

Lender shall be in a form satisfactory to the Lessor. Upon such a transfer, Lessee's Lender shall be relieved from all further responsibility and obligations of this Agreement.

(7) Nothing herein contained shall be construed as limiting the right of Lessee to cure any of the its defaults as elsewhere provided in this Agreement and, similarly, nothing herein contained shall be construed as granting Lessee's Lender, or its successor in interest, if any, greater rights in the demised premises and the Improvements than Lessee has under this Agreement.

15. EXCLUSIVITY - NON-DISCRIMINATION

a. Lessee agrees that in the exercise of any of the rights and privileges herein granted for the furnishing of any aeronautical services to the public that it will:

(1) Furnish any such service on an fair, equal, and non-discriminatory basis to all users thereof, and

(2) Charge fair, reasonable, and not unjustly discriminatory prices for any such unit or service; provided that Lessee may be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

b. It is specifically understood and agreed that nothing herein contained shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of Federal Aviation Act of 1958.

c. Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under said land and the furnishing of services hereon, no person on the grounds of race, color, national origin or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to

discrimination, (3) that Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations Department of Transportation, Subtitle A, Office of the Secretary Part 21 Non-Discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above non-discrimination covenants, Lessor shall have the right to terminate this Agreement and to re-enter and repossess said land and facilities thereon, and hold the same as if said Agreement had never been made or issued.

d. Lessee assures that it will undertake an affirmative action program as required by 14 C.F.R., Part 152 Subpart E, to insure that no persons shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 C.F.R., Part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by the subpart. Lessee assures that it will require that its covered sub organizations provide assurances to Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 C.F.R., Part 152, Subpart E, to the same effect.

16. LIVABLE WAGE

Concessionaire shall comply with the provisions of the City's Livable Wage Ordinance, including any amendments to that ordinance and any annual adjustments to the Livable Wage rate by the City. Concessionaire shall submit a Certification of Compliance, and that certification is hereby incorporated into this Agreement. Currently, the livable wage for employees who receive health care benefits is \$13.94 per hour. The livable wage for employees who do not receive health care benefits is \$17.71 per hour.

Concessionaire is further advised to consult the livable wage ordinance for a more detailed description of its requirements.

18. TITLE TO IMPROVEMENTS

Upon expiration of this Agreement, by cancelation or termination of the lease term, all fixed improvements made upon the demised premises by Lessee shall be and remain the property of Lessee who, in lieu of any renewal, extension or renegotiation of this or any subsequent Agreement, shall remove or otherwise dispose of said fixed improvements as soon as reasonably possible, but in no event longer than one hundred and twenty (120) days, following such cancellation or termination. It is the obligation of Lessee to restore the demised premises to a condition equivalent to that existing immediately prior to Lessee's initial occupancy of the demised premise, which occurred on or about January 1, 1982.

19. GENERAL PROVISIONS

a. Any notice or other communication from either party to the other pursuant to this Agreement shall be deemed sufficiently given or communicated if sent by registered mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following address:

For Lessor: Director of Aviation
Burlington International Airport
1200 Airport Drive, Box 1
So. Burlington, VT 05403

For Lessee: Dan Girard, President
Hangar Condominium Association, Inc.
11 Heath Street
South Burlington, VT 05403

or to such other address as the party to be given such notice shall from time to time designate to the other by notice given in accordance herewith.

b. The term "Lessor" as used in this Agreement means the Board of Airport Commissioners of the City of Burlington and the City of Burlington, and where this Agreement speaks of approval and consent by the City, such approval is understood to be manifested by act of the Director of Aviation, except as otherwise expressly stated in this Agreement.

c. No acceptance by Lessor of rentals, fees, charges or other payments in whole or in part, for any period or periods after a default of any of the terms, covenants, and conditions hereof, to be performed, kept or observed by Lessee, shall be deemed a waiver of any right on the part of Lessor to terminate this Agreement.

d. A waiver by Lessor of any default of Lessee, or by Lessee of any default by Lessor, in the performance of any of the covenants, terms or conditions of this Agreement shall not be deemed or considered to be a waiver of any other matter, and the various rights, powers, privileges, options and remedies of Lessor and Lessee herein contained shall be cumulative, and no one of them shall be deemed to be exclusive of any other, or exclusive of any rights, powers, privileges, options or remedies provided by law.

e. All covenants, stipulations and agreements in this Agreement shall extend to and bind the legal representatives, successors and assigns of the respective parties hereto.

f. This Agreement shall not be varied in its terms by any oral agreement or representation, or otherwise than by an instrument in writing of subsequent date hereto executed by both parties by their respective officers or other persons duly authorized.

g. In the event any term, covenant or condition herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition herein contained, provided that such invalidity does not materially prejudice either Lessor or Lessee in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

h. The sectional or paragraph headings throughout this Agreement are for the convenience of Lessor and Lessee and are not intended nor shall they be used to construe the intent of this Agreement or any part hereof, or to modify, amplify, or aid in the interpretation or construction of any of the provisions hereof.

i. The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning and not strictly construed against either party, it being stipulated and agreed that Lessee participated in the drafting hereof. This Agreement shall be construed and performance thereof shall be determined in accordance with the laws of the State of Vermont.

18. HOLDING OVER

Lessee shall yield and deliver peaceably to Lessor possession of the demised premises on the date of expiration or sooner termination of this Agreement. In the event Lessee shall hold over and remain in possession of the premises herein leased after expiration of this Agreement without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Agreement but shall only create a tenancy from month to month which may be terminated at any time by Lessor upon thirty (30) days advance written notice and which shall, except for rent and term, be on the terms herein so far as is applicable. Rent will be determined by Lessor consistent with the then prevailing rental fees for similar premises.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by themselves or by their respective officer or representative thereunto duly authorized, the day and year first above written.

ATTEST:

Nicolas Longo 9/20/13
Witness NICOLAS LONGO

Ryan Betcher 9/20/13
Witness Ryan Betcher

CITY OF BURLINGTON

BY Gene Richards
Gene Richards, Director of Aviation

ATTEST:

Nicolas Longo 9/20/13
Witness NICOLAS LONGO

Ryan Betcher 9/20/13
Witness Ryan Betcher

HANGAR CONDOMINIUM ASSOCIATION, INC.

BY Dan Girard
Dan Girard, President

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At Burlington, this 20th day of September, 2013, before me personally appeared Gene Richards, duly authorized agent of the City of Burlington, and he acknowledged the execution of this document to be his free act and deed, and the free act and deed of the City of Burlington.

[Signature]
Notary Public

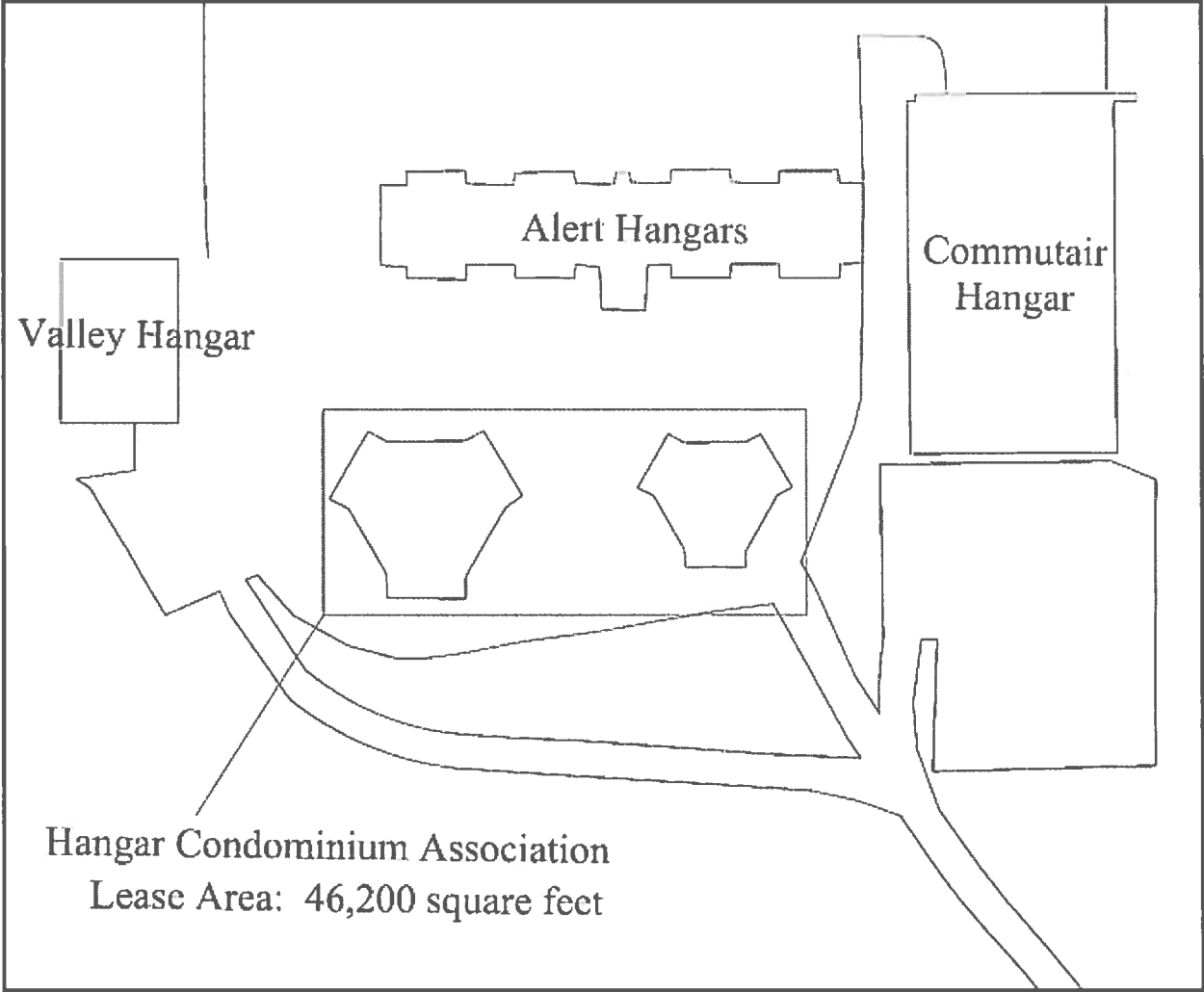
STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

At S. Burlington, this 20th day of September, 2013, before me personally appeared Dan Girard, duly authorized representative of Hangar Condominium Association, Inc., and he/she acknowledged the same to be his/her free act and deed and the free act and deed of Hangar Condominium Association, Inc.

[Signature]
Notary Public 2/10/15

200020/135

EXHIBIT "A"



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

FROM: Patrick Leahy Burlington International Airport
Nicolas Longo, Director of Aviation

DATE: June 3, 2026
June 15, 2026
June 29, 2026

SUBJECT: Request to execute a lease amendment with Hangar Condominium Association Inc.

REQUEST

The Patrick Leahy Burlington International Airport ("the Airport" or "BTV") respectfully requests approval and authorization to execute a lease amendment with the Hangar Condominium Association Inc (HCA).

EXECUTIVE SUMMARY

Background

The Hangar Condominium Association (HCA) has held a lease with the Airport since the 1980s and operates general aviation services at the Airport. HCA expressed interest in developing the property and requested a lease amendment to include these developments and to extend their lease, which is set to expire on August 31, 2028. This request was initially approved by Airport Commission Board of Finance on January 12, 2026 and City Council on January 20, 2026. Changes have been made to the proposed lease that are significant and change the initial terms that we approved, so this request is coming to the appropriate entities again.

Lease Terms

The proposed amendment includes the following key terms:

- **New expiration:** August 31, 2038
- **Renewal Option:** One 10-year extension
- **Rental Rate:** \$2,072 per month, or \$24,865 annually (\$0.54/Square Foot)
- **Annual Rent Increase:** Consumer Price Index-Urban measured from July of the previous year to July of the current year two percent (2%) and no greater than 6%
- **Other changes include:**
 - New Exhibits B and C
 - Updated language regarding FAA required nondiscrimination clauses

Updates from January 2026 Approval:

- Insurance Indemnification Language Updated
- Phasing of Improvements, to be completed within ten years
 - Phase I: Lessee to invest a minimum of \$25,000
 - Phase II: Lessee to invest a minimum of \$100,000

Conclusion

The Hangar Condominium Association is essential to the participation of general aviation at the Airport. The Airport is excited to encourage the growth of this space so that general aviation can grow here at the Airport

We respectfully request the approval and authorization to proceed with finalizing and executing the lease agreement with the HCA.

MOTIONS:

Board of Finance:

1. To approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute the lease amendment with the Hangar Condominium Association, subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby.

City Council:

1. To authorize the Mayor of the City of Burlington to execute the lease amendment with the Hangar Condominium Association, subject to final review and approval by the City Attorney's Office, and to take such further actions and execute such further instruments approved as to form by the City Attorney's Office as may be necessary or convenient to effectuate the transactions contemplated hereby.

**CITY OF BURLINGTON
CONTRACTOR CONTRACT**

This Contractor Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and Strong Tower Construction (“Contractor”), a Kentucky Limited Liability Company located at 1901 South 7th Street, Louisville, KY 40208 registered with the Secretary of State to do Business in Vermont at 95B Main Street, Jeffersonville , VT, 05464-2101.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor, and **“Parties”** means the City and Contractor.
- D. **“Project”** means the Residential Sound Insulation Program OLDCC Bid 1
- 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 undertake sound insulation treatments in residential properties in Burlington, South Burlington, and Winooski VT. The scope of work for each home may include but is not limited to; window and door replacement, HVAC system installation and associated electrical work, insulation, sheetrock installation, and finish carpentry and painting.

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 after 224 calendar days or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Contractor shall perform the services listed in Attachment A (Request for Proposals) to the reasonable satisfaction of the Director of Aviation or designee and as described in Attachment B (Contractor'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 Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals).

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 \$4,506,801.00. 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:

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

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

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Request for Bids dated April 14, 2026

Attachment B: Contractor's Response to Request for Bids dated May 6, 2026

Attachment C: Burlington Standard Contract Conditions for Contractors

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Contractor's Certificate of Insurance & Endorsements

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract take precedent. Any Request for Proposals or other solicitation, 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.

Contractor
Strong Tower Construction

By: _____

Date: _____

City of Burlington
Patrick Leahy Burlington International Airport

By: _____
Nic Longo
Director of Aviation

Date: _____

**Attachment A:
Request for Bids dated April 14, 2026**



Request for Bids (RFB)

**RESIDENTIAL SOUND INSULATION PROGRAM
OLDCC Bid 1**

Date of Issuance:
April 14, 2026

Due Date:
May 6, 2026
2:00 p.m.

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

TABLE OF CONTENTS

	<u>Page</u>
TITLE SHEET	
TABLE OF CONTENTS	ii
ADVERTISEMENT FOR BIDS	1
INSTRUCTIONS TO BIDDERS	3
INTERPRETATIONS OR ADDENDA.....	3
ALTERNATIVE BIDS	3
BIDS	3
BID BOND.....	4
NON-COLLUSION AFFIDAVIT	4
STATEMENT OF BIDDER'S QUALIFICATIONS	4
CORRECTIONS.....	4
TIME FOR RECEIVING BIDS	4
OPENING OF BIDS.....	4
WITHDRAWAL OF BIDS.....	5
AWARD OF CONTRACT, REJECTION OF BIDS.....	5
EXECUTION OF AGREEMENT, PERFORMANCE, LABOR AND MATERIAL BOND.....	6
NOTICE TO PROCEED	7
AGREEMENT REQUIREMENTS	7
LIMITATIONS OF LIABILITY.....	7
COSTS ASSOCIATED WITH PROPOSAL	7
INDEMNIFICATION	7
REJECTION OF PROPOSALS.....	7
OWNERSHIP OF DOCUMENTS.....	7
PUBLIC RECORDS.....	7
WAGES AND SALARIES.....	8
UNIQUE PROJECT SUPPLEMENTAL PROVISIONS.....	11

ATTACHMENTS:

- A) BID FORM
- B) CITY OF BURLINGTON REQUIRED FORMS
 - Certification of Compliance w/ Outsourcing Ordinance
 - Certification of Compliance w/ Union Deterrence ordinance
 - Certificate of Living Wage
 - Certificate as to Corporate Principal / Warranty Bond
 - Non-Collusion Affidavit of Prime Bidder
 - State of Bidder's Qualifications
 - Contractor's Certification of Eligibility
 - Certification of Non-Segregated Facilities
 - Safety Responsibility Covenant
 - Performance Bond
 - Labor & Materials Bond
- C) BID BOND
- D) CITY OF BURLINGTON STANDARD FORM CONSTRUCTION CONTRACT & PROVISIONS FOR CONSTRUCTION CONTRACTS
- E) CITY OF BURLINGTON PRE-QUALIFICATION OF CONSTRUCTION CONTRACTORS' APPLICATION
- F) REQUIRED FEDERAL CONTRACT PROVISIONS

TECHNICAL SPECIFICATIONS (SEPARATE DOCUMENT)
DRAWINGS (SEPARATE DOCUMENT)

ADVERTISEMENT FOR BIDS
RESIDENTIAL SOUND INSULATION PROGRAM
OLDCC Bid 1

SOUTH BURLINGTON, VERMONT

Sealed Bids for the **Residential Sound Insulation Program** will be received in person at the Office of the Director of Aviation, Patrick Leahy Burlington International Airport until **2:00p.m. local time on Wednesday, May 6, 2026**. On that day and at that time, the bids will be opened publicly onsite at the Project NexT large conference room at the Patrick Leahy Burlington International Airport, to confirm that all requirements have been met and the Contractor's proposal will advance to the evaluation stage.

Bids shall be submitted with the title "**BTV RSIP OLDCC Bid 1, Bid**". All bids must be hard copy with original signatures to:

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

The work generally consists of sound insulation treatments for up to 39 residential properties in Burlington, South Burlington and Winooski, VT. The scope of work for each home may include but is not limited to; window and door replacement, HVAC system installation and associated electrical work, insulation, drywall installation, and finish carpentry and painting.

The project includes a Base Bid. Contractors must be bonded and insured to the level indicated in the Contract Documents. Contractors must be pre-qualified by the City of Burlington prior to submitting bids.

Bid Documents will be available for free download only at <http://www.btvsound.com/> on or **after April 14, 2026**. All bidders shall note any Addenda that may be issued to clarify, correct or change the Bid Documents will be placed on this site. It is the bidder's responsibility to ensure they have viewed any addenda that may be issued.

A **virtual** non-mandatory pre-bid conference will be held on **Tuesday April 21, 2026 at 11:00 AM**. This will be your opportunity to learn more about the scope of the project. **Bidders will not be able to access the individual homes during the bid process. Attempting to contact property owners will be considered a violation of the bid process and your bid may be disqualified.**

MEETING INFORMATION:

Microsoft Teams meeting Join:
<https://teams.microsoft.com/meet/224170039367301?p=ZB0PA7orPjLOf5bAI>

Meeting ID: 224 170 039 367 301 Passcode: C8yY2SN9

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program
OLDCC Bid 1

Technical questions shall be directed to Nadia Melim, The Jones Payne Group, Inc. via e-mail: nmelim@jonespayne.com. Persons with disabilities who require assistance or special arrangements to participate in any pre-bid activities are encouraged to contact the Airport at (802) 863-2847 at least 72 hours in advance so that proper arrangements can be made

It is the intention of the Owner to issue a notice-to-proceed for this work within 30 days of bid opening.

Bidders are to ensure they have fulfilled the **annual requirement** of pre-qualification with the City of Burlington by submitting the City of Burlington's ***Pre-Qualification of Construction Contractors Application*** form to the Director of Engineering, Larry Lackey, Patrick Leahy Burlington International Airport, 1200 Airport Drive #1, South Burlington, Vermont 05403, or LLackey@btv.aero. This form must be submitted **five (5) days before this bid is due** (unless the bidder has already fulfilled this annual requirement). In addition to the City of Burlington Pre-qualification, each bidder shall furnish the completed **Statement of Bidder's Qualifications** form (see Bid Documents) at the time of bid opening.

Attention of bidders is also called to the conditions of employment to be observed and minimum wage rates to be paid under the Contract.

The Contractor shall not be presently suspended, excluded, or debarred by any Federal department or agency from participating in federally assisted projects.

The Contractor shall certify they will not and have 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, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC 1352.

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

The Contractor shall not use products or services from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Bidders shall also be fully aware of the Federal Requirements contained within the bid documents.

The City of Burlington reserves the right to reject any and all bids, to waive any technical or legal deficiencies and to accept any bid that it may deem to be in the best interest of the Airport. No bidder may withdraw his bid for a period of 180 days following the bid opening.

INSTRUCTIONS TO BIDDERS

Bidders should furnish with their bids the following materials:

- Bid Form
- Certification of Compliance w/ City of Burlington's Outsourcing Ordinance
- Certification of Compliance w/ City of Burlington's Union Deterrence Ordinance
- Certification of Agreement to Comply with the City of Burlington's Livable Wage Ordinance
- Certificate as to Corporate Principal / Warranty Bond
- Non-Collusion Affidavit of Prime Bidder
- Statement of Bidder's Qualifications
- Contractor's Certification of Eligibility
- Certification of Non-Segregated Facilities
- Bid Bond

INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to **Nadia Melim, Project Architect at nmelim@jonespayne.com**. Any inquiry received three or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents. It shall be the Bidder's responsibility to make inquiry as to, and to obtain, the Addenda issued, if any. All such Addenda shall become part of Contract and each Bidder shall be bound by such Addenda, whether or not received by the Bidder.

ALTERNATIVE BIDS

No alternative bids will be considered unless alternative bids are specifically requested.

BIDS

Each bid must be submitted on the prescribed bid form. All blank spaces must be filled in as noted by typing or in ink. Bids must give the prices proposed both in words and figures and no changes shall be made in the forms or in the items mentioned therein. Erasure and other changes in the bid must be explained or noted over the signature of the bidder. In the event of any discrepancy between the written amounts and the figures, the written amounts shall govern.

The bidder shall sign the bid in the blank space provided for this purpose. If the bid is made by a partnership, or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers.

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this Contract must submit a certification regarding Equal Employment opportunity, similar to that submitted by the bidder. **Approval of the subcontractor award cannot be given by the owner unless and until the proposed subcontractor has submitted the certification and/or other evidence that it has fully complied with any reporting requirements to which it is or was subject.**

Although the bidder is not required to attach such certification by proposed subcontractors to his bid, the

bidder is herein advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

The City of Burlington may consider informal any bid not prepared and submitted in accordance with the provisions hereof, and may at its option waive any informalities, or accept or reject any and all bids. Any bid received after the time, date and place specified shall not be considered.

BID BOND

Each bidder shall submit a bid bond in the amount of 5% of their total bid with their bid documents.

NON-COLLUSION AFFIDAVIT

Each bidder submitting a bid to the City of Burlington for any portion of the work contemplated by the documents on which bidding is based, shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval and an affidavit substantially in the form herein provided in the section SUBCONTRACTS under General Conditions.

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall, as noted in the Form of Bid, submit on the form furnished for that purpose (a copy of which is included in the Bid Documents), a statement of the bidder's qualifications, his experience record in constructing the type of improvements embraced in the Contract, and his organization and equipment available for the work contemplated; and, when specifically requested by the City of Burlington shall also submit a detailed financial statement. The City of Burlington shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract and the bidder shall furnish the City of Burlington all such information and data for this purpose as it may request. The right is reserved to reject any bid as non-responsive where an investigation of the available evidence or information does not satisfy the City of Burlington that the bidder is qualified to carry out properly the terms of the Contract.

CORRECTIONS

Erasures or other changes in the Bids must be explained or noted over the signature of the bidder.

TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.

OPENING OF BIDS

Sealed Bids for the Residential Sound Insulation Program, Phase 5 will be received at the Office of the Director of Aviation, Patrick Leahy Burlington International Airport to Larry Lackey on **Wednesday, May 6, 2026 before 2:00 PM, local time**, and there, at said office, at said time, be confirmed and acknowledged, that all requirements have been met and the Contractor's proposal will advance to the evaluation stage.

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program
OLDCC Bid 1

Bids shall be submitted with the title "BTV RSIP OLDCC Bid 1, Bid". All bids must be hard copy with original signatures to:

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

Bidders and other persons properly interested may be present by attending the following Zoom meeting.

MEETING INFORMATION:

Microsoft Teams meeting Join:

<https://teams.microsoft.com/meet/224170039367301?p=ZB0PA7orPiLOf5bAI>

Meeting ID: 224 170 039 367 301 **Passcode:** C8yY2SN9

WITHDRAWAL OF BIDS

Bids may be withdrawn on written email request dispatched by the bidder and received by the City of Burlington in time for the bid opening; provided, that the written confirmation of any withdrawal over the signature of the bidder shall be placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

AWARD OF CONTRACT, REJECTION OF BIDS

The contract will be awarded to the RESPONSIBLE BIDDER submitting the lowest qualified bid.

The bidder acknowledges that the City may (a) reduce the quantities under any bid item; or (b) delete work items altogether if such action is necessary to bring the contract price within funds available to finance the project. Such reduction of quantities or deletion of work shall not constitute a basis for withdrawal of this proposal or for adjustment of the unit lump sum prices bid. By submitting a bid hereunder, the bidder agrees to and accepts the City's right to make necessary adjustments to award a contract consistent with the funds available.

The bidder to whom the award is made will be notified at the earliest possible date. The City of Burlington, however, reserves the right to reject any and all bids or to waive any informality in submitted bid documents whenever, rejection or waiver is in its interest.

The intent is to award the contract to the responsible bidder within 30 days after bid opening.

The City of Burlington reserves the right to consider as unqualified to do the work required by these Contract Documents, and its bid non-responsive, any bidder who does not perform a minimum of 15% of the work with his own forces the portions of the work involved in construction of the improvements in these Contract Documents.

The City of Burlington will not award the Contract to any contractor who is, at the time of the award, ineligible for such contract under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable State and Local laws and regulations.

EXECUTION OF AGREEMENT, PERFORMANCE, LABOR AND MATERIAL BOND

The Contractor, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>.

The contract will not be executed until the Vendor is registered with the Secretary of State's Office. The successful Vendor will be expected to execute sub-agreements for each sub-Vendor named in the proposal upon award of this contract.

Prior to beginning any work, the Vendor shall obtain Insurance Coverage in accordance with the Burlington Contract Conditions. The certificate of insurance coverage shall be documented on forms acceptable to the City.

Subsequent to the notice of award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City of Burlington the Agreement in the form included in the Contract Documents, in such number of copies as the City of Burlington shall require.

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, furnish a surety bond in a penal sum not less than the amount of the Contract as awarded, as security for the faithful performance of the Contract, and a labor and material bond for payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. Such bonds shall be in the same form as those included in the Contract Documents and shall bear the same date, or a date subsequent to that of the Agreement. These bonds shall be signed and issued by a guaranty or surety company satisfactory to the City of Burlington, authorized and qualified to do business in the State of Vermont, and listed in the latest issue of the U.S. Treasury Circular 570, and the penal sum of any such bond shall be within the maximum specified for such company in said Circular 570. The current power of attorney for the person who signs for any surety company shall be attached to such bonds.

The failure of the successful bidder to execute such Agreement and to supply the required bonds or submit the insurance policies required in the section INSURANCE of the GENERAL CONDITIONS within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Burlington grant based upon reasons determined sufficient by the City of Burlington, shall constitute a default and the bidder's bid bond or guaranty shall be forfeited to the City of Burlington as liquidated damages. The City of Burlington may either award the Contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the defaulting bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. Irrespective of whether the favorable Bid is received by re-advertising, the defaulting bidder shall have no claim against

the City of Burlington for a refund.

NOTICE TO PROCEED

There will be three separate notices to proceed. An initial notice to proceed (NTP) to start shop drawings, project scheduling, material ordering, and other administrative work items will be issued by the OLDCC within fifteen (15) calendar days after the execution of the Contract by the City of Burlington. The second NTP will be for mobilization to a single property at 21 Peterson terrace. See 01 10 00 for further information. The third will be for the remaining mobilization.

AGREEMENT REQUIREMENTS

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

LIMITATIONS OF LIABILITY

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

COSTS ASSOCIATED WITH PROPOSAL

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

INDEMNIFICATION

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

REJECTION OF PROPOSALS

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

OWNERSHIP OF DOCUMENTS

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

PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of

submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages and sections, which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

WAGES AND SALARIES

Attention of the bidders is particularly directed to the requirements concerning the payment of wage and salary rates specified in the Contract Documents, and the classification of employees.

The rates of pay set forth in the Contract Documents are the minimums to be paid during the life of the contract. It is the responsibility of the bidders to inform themselves as to local labor conditions, such as the length of work day and the work week, overtime compensation, health and welfare contributions, labor supply and prospective changes and adjustments of rates.

UNIQUE PROJECT SUPPLEMENTAL CONDITIONS

OVERVIEW

This scope of work is being undertaken in residential homes located in Burlington, South Burlington, and Winooski VT. The homeowner(s) will remain in their homes during the construction process.

The contractor must be able to secure each home at the end of every work day and residents must have access to power and water.

TECHNICAL SPECIFICATIONS

The technical specifications have been updated for this project. Please take special care to review the documents.

WORKER SAFETY

Contractor is responsible for Worker and Public Safety. The Contractor will have a safety plan for conducting work.

REGULATED MATERIALS – ASBESTOS AND LEAD PAINT

A National Emissions Standard for Hazardous Air Pollutants (NESHAP) compliant pre-renovation asbestos survey was completed for the project as well as a lead paint survey. The reports are included with the front-end project manual documents.

If suspicious materials are uncovered, cease all work in the area and contact the Architect.

PHASING

All Work is to be completed on or before the Contract Time as specified in the Instructions to Bidders.

Note the schedule presumes there will be 4 house starts per week. Upon satisfactory performance, the Contractor may increase the number of house starts per week with the permission of the City and the Architect.

Contractor has 15 working days to ensure parcels in the 70 DNL are at substantial completion, and 10 working days to ensure parcels in the 65 DNL are at substantial completion. Substantial completion is defined as all products installed and operational. See technical specifications for further details.

PRODUCTS AND PRODUCT SUBSTITUTIONS

Approved products are listed in the specifications.

Contractors are urged but not required to bid the products listed as the basis of design. No change orders will be awarded if Contractor's pricing is based on a non-approved product.

CONTINUITY OF BUILDING AND UTILITY SERVICES AND SHUTDOWNS

Shutdowns: Utilities shutdowns shall be coordinated with and approved by the Engineer at least 48 hours in advance. The Contractor shall reconnect utilities at the end of utilities shutdown period.

Costs: Pay all costs associated with utilities shutdowns including temporary housing of residents if required. No extra payment will be made for overdue work, schedule changes, or failure to complete utilities connections within authorized shutdown periods.

INSURANCE:

The Contractor, under any circumstances, shall not commence work under this Contract until he/she has obtained all the insurance required by these Specifications. The Owner shall be named as certificate holder and the Owner, the City of Burlington, shall be named as additional insured on all policies. The types and minimum amounts of the insurance to be provided by the contractor shall be as specified below.

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.

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

1. Premises Operations
2. Independent Contractors' 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	\$2,000,000
4. Each Occurrence	\$2,000,000
5. Damage to Rented Premises	\$ 250,000
6. Med. Expense (Any one person)	\$ 5,000

Workers' Compensation: With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

Bodily Injury by Accident:	\$500,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit, \$500,000 each employee

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: \$2,000,000 - Combined Single Limit for each occurrence.

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program
OLDCC Bid 1

Umbrella Liability:

\$2,000,000 Each Event Limit

\$2,000,000 General Aggregate Limit

ATTACHMENT A
BID FORM

**PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT
RESIDENTIAL SOUND INSULATION PROGRAM
OLDCC BID 1 BID FORM**

The undersigned Bidder, being familiar with and understanding the Bidding documents and also having examined the project site and being familiar with all local conditions affecting the Project, including the project schedule and regulated materials hereby proposes to furnish all labor, material, equipment, supplies, and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth therein, for the sum of:

BASE _____
BID Written Amount

**BASE BID
(NUMERICAL)** _____

(Amount to be shown in both words and numbers. In the event of a difference between written amount and the number amount, the written amount shall prevail)

Bidder shall include Lump Sum Amount from Summary Sheet Below

BASE BID SUMMARY SHEET

Bidder shall fill in the applicable blank with a lump sum bid amounts. Failure to make an entry shall cause the bid to be rejected as non-responsive.

Patrick Leahy Burlington International Airport Residential Sound Insulation Program: Bid Form Phase: OLDCC Bid 1					
Parcel Number	Property Owner	Property Address		Bid Amount - Figures	Bid Amount - Words
0600-00001	Holt-Gosselin, Daniel G	1 Duval St	South Burlington		
1320-001-3	Ryan, Thomas & Nancy	1 Peterson Ter	South Burlington		
		3 Peterson Ter			
0600-00003	Acharya, Sitaram	3 Duval St	South Burlington		
0600-00005	Selin, Christine	5 Duval St	South Burlington		
0620-00005	Holmes, Michael & Lisa	5 Elizabeth St	South Burlington		
1320-00005	Deangelis, Jacob & Willis, Hannah	5 Peterson Ter	South Burlington		
		5A Peterson Ter			
0600-07-09	Havers, Erica & Jason	7 Duval St	South Burlington		
		9 Duval			
0620-00008	Richardson, Valerie & Anthony	8 Elizabeth St	South Burlington		
0620-00009	Pfeifenberger, Leopold (PJ)	9 Elizabeth St	South Burlington		
1320-00009	Sienicki, Benjamin J	9 Peterson Ter	South Burlington		
1320-00012	Maddougall, Julie & Hand, Kyle	12 Peterson Ter	South Burlington		
005-3-006-000	Mekkelsen, Jane	14 Grove St	Burlington		
0760-14-16	Dumont, Michael	14 Hanover St	South Burlington		
		16A Hanover St			
		16B Hanover St			

**BTV RESIDENTIAL SOUND INSULATION PROGRAM
 OLDCC BID 1 BID FORM
 Page 3**

1320-00016	Walker, Craig	16 Peterson Ter	South Burlington		
1435-00019	Zea, Charles & Dorine	19 Queensbury Rd	South Burlington		
1320-00021	Delibac, Jeffery	21 Peterson Ter	South Burlington		
1435-00021	Dinis, Ilia	21 Queensbury Rd	South Burlington		
1130-00040	Snow, Kim	40 Maryland St	South Burlington		
0020-00043	Tumosa, Sandra A	43 Airport Pkwy	South Burlington		
0020-00044	Fleury, Chris & Kathy	44 Airport Pkwy	South Burlington		
1130-00052	Park, Christopher J	52 Maryland St	South Burlington		
0430-00057	Stabler, Paul	57 Clover St	South Burlington		
0020-00058	Johnson, Erin & Chevette, Paul	58 Airport Pkwy	South Burlington		
0430-00060	Vawter, Devon & Parillo, Matthew	60 Clover St	South Burlington		
0020-00061	Ladd, Kathleen & Bryon	61 Airport Pkwy	South Burlington		
0990-00065	Shepard, Dana C	65 Kirby Rd	South Burlington		
005-3-004-000	Bowling, Joseph & Marnellos, Cori	91 Chase St	Burlington		
774-246-10315	Burlington Housing Authority (Alyssa Peake)	103 E Allen St	Winooski		
0020-00225	Szwaja, Marian & Sophie	225 Airport Pkwy, Unit 1	South Burlington		
		225 Airport Pkwy, Unit 2			
		225 Airport Pkwy, Unit 3			
		225 Airport Pkwy, Unit 4			
1800-00360	Corron, Norma	360 White St	South Burlington		

**BTV RESIDENTIAL SOUND INSULATION PROGRAM
OLDCC BID 1 BID FORM
Page 4**

0010-01141	Tilley, Frances	1141 Airport Dr	South Burlington	
------------	-----------------	-----------------	------------------	--

BTV RESIDENTIAL SOUND INSULATION PROGRAM

OLDCC BID 1 BID FORM

Page 5

Bidder's Name: _____

Signature and Title: _____

Address: _____

I hereby acknowledge I have received the following addenda:

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

BTV RESIDENTIAL SOUND INSULATION PROGRAM

OLDCC BID 1 BID FORM

Page 6

BASIS OF AWARD

The contract will be awarded to the RESPONSIBLE BIDDER submitting the lowest total qualified bid. The lowest bid shall be the lowest total of the bid prices on the base contract (Base Bid). If the City awards a contract, it will go to the responsible bidder who submitted the lowest bid as determined by this basis of award.

In the event there is a discrepancy between the prices written in words and those written in figures, the prices written in words shall govern. No bid will be considered which does not contain a price for every item tabulated in the bid form. Unit prices shall govern incorrectly extended total amounts.

The above 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, to waive any informality in the bidding or to accept the bid deemed to be in the best interest of the Authority.

Bidder understands that award of any or all of the work described in these documents is subject to funding availability.

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.

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract within ten (10) calendar days and deliver the Bonds as required by the Instructions to Bidders.

ATTACHMENT B
CITY OF BURLINGTON REQUIRED FORMS

BURLINGTON'S OUTSOURCING ORDINANCE

21-90 Policy.

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

21-91 Definitions.

(a) Contractor or vendor. A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) Government funded project. Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) Outsourcing. The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

21-92 Implementation.

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

21-93 Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

21-94 Enforcement.

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

21-95 —21-99 Reserved.

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

I, _____ on behalf of _____ (Contractor) and
in connection with the Residential Sound Insulation Program, Phase 5 Project (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 _____ this _____

By: _____
Duly Authorized Agent

Subscribed and sworn to before me _____
Notary

BURLINGTON'S UNION DETERRENCE ORDINANCE

21-100 Policy.

It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.

(Ord. of 3-27-06/4-26-06)

21-101 Definitions.

(a) Contractor or vendor. A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) Government funded project. Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) Union deterrence services. Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:

- 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
- 2) Have supervisors force workers to meet individually with them to discuss the union;
- 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
- 4) Discipline or fire workers for union activity;
- 5) Train managers on how to dissuade employees from supporting the union.

(d) Substantial portion of income. For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

21-102 Implementation.

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who

- 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
- 2) Advertises union deterrence services as specialty services;

3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06/4-26-06)

21-103 Enforcement.

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.

(b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

21-104 —21-110 Reserved.

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

I, _____ on behalf of _____ (Contractor)

and in connection with the Residential Sound Insulation Program, Phase 5 Project (Project),

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 _____.

By: _____
Duly Authorized Agent

CERTIFICATE AS TO CORPORATE PRINCIPAL

WARRANTY BOND

I, _____, certify that I am the _____ of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the principal was then _____ 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 and is within the scope of its corporate powers.

_____ (Corporate Seal)

NON COLLUSION AFFIDAVIT OF PRIME BIDDER
(This statement must be notarized.)

State of: _____

County of: _____

_____ being first duly sworn, deposes and says that:

He is (owner, partner, officer, representative, or agent) of _____, the Bidder that has submitted the attached Bid.

He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit or cost element of the Bid prices or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Burlington or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and

That no Director or other officer or employee or person whose salary is payable in whole or in part from the City of Burlington is directly or indirectly interested in the Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2025.

_____ (Notary Public)

My commission expires _____.

STATEMENT OF BIDDERS QUALIFICATIONS
(To be submitted by the Bidder with the Bid)

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder:

Bidder's Tax Identification Number:

Permanent Main Office Address, Telephone, FAX, and signatory's email address:

When Organized:

If a Corporation, Where Incorporated:

How many years have you been engaged in construction under your present firm or trade name:

Contracts on hand: (schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion).

General character of work performed by you:

Have you ever failed to complete any work awarded to you?

If so, where and why:

Have you ever defaulted on a contract?

If so, where and why:

List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and the year completed.

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program, OLDCC BID 1

List your major equipment available for this Contract.

Experience in work similar in importance to this project.

Background and experience of the principal members of you organization, including the officers.

Give Bank reference.

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Burlington? _____

The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the City of Burlington in verification of the recitals comprising this statement of the Bidder's qualifications.

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

(Name of Bidder)_____

By: _____

Title: _____

State of: _____ County of: _____

_____ being first duly sworn, deposes and says that he is
_____ of _____ and that the
answers to the foregoing questions and all statements therein are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20____.

_____ Notary Public

My commission expires _____
(Name and Title)

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The bidder certifies, by submission of this bid or acceptance of this contract, 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.

It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

The successful bidder must verify that each lower tier participant under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

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

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

The information above is true and complete to the best of my knowledge.

Name and Title (Please Print) _____

Signature: _____ Date : _____

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

Notice to Prospective Federally Assisted Construction Contractors and Subcontractors:

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

Certification of Nonsegregated Facilities

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

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

Dated _____

Name of Sole Proprietor, Firm or Corporation

By _____

SAFETY RESPONSIBILITY COVENANT

It is hereby understood and agreed that the CONTRACTOR is responsible for health and safety on this project including, but not limited to, compliance with all applicable federal, state, and local regulations, codes, rules, orders, laws and ordinances regarding health and safety and shall, at all times, exercise and enforce reasonable precautions for the safety and welfare of all persons and property associated with or affected by this project. The CONTRACTOR's responsibility shall include providing adequate equipment and facilities necessary (including, if required, removal to a hospital) to furnish first aid to any person or person's who may be injured on the project site.

The CONTRACTOR further agrees to defend, indemnify and hold harmless the OWNER and the ENGINEER from any expense, cost or loss including but not limited to fines, demands, suits, legal fees, or penalties, including costs of corrective measures, that the CONTRACTOR, OWNER or ENGINEER may sustain by reason of the CONTRACTOR's failure to provide a safe workplace or to comply with all health and safety laws, rules and regulations in connection with the performance of this Contract.

To achieve the safety goals for this project, the CONTRACTOR shall designate a SAFETY OFFICER whose duty shall be to monitor the project on a daily basis in order to insure that all required safety measures are strictly adhered to and site safety is insured. The SAFETY OFFICER shall act for the CONTRACTOR on safety issues and shall have the right to shut down work on the site until safety deficiencies have been corrected. The project SAFETY OFFICER is designated as:

Contractor Name

Signature

Date

Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____, a corporation organized under the laws of the State of _____, having a usual place of business at _____ as Principal, and _____ a corporation organized under the laws of the _____ of _____ which company is authorized to transact business of suretyship in the State of Vermont and has a usual place of business in _____, as Surety, are holden and stand firmly bound and obligated unto the Patrick Leahy Burlington International Airport acting through the City of Burlington, Vermont, as Obligee, in the sum of _____ dollars _____, lawful money of the United States of America, for payment of which, well and truly to be made, we hereby, jointly and severally, bind ourselves and each of us our heirs, executors, administrators, successors, and assigns by these presents.

WHEREAS, the said Principal has pursuant to a written proposal, accepted by the City of Burlington, Vermont, entered into Contract with said Obligee, dated _____ 2025, a copy of which Contract is attached hereto and by reference made a part hereof:

BTV RESIDENTIAL SOUND INSULATION PROGRAM, PHASE 5

NOW, THEREFORE, THE CONDITION of the obligation is such that, if the said Principal shall well and truly keep and perform all of the agreements, terms, and conditions of said contract on his part to be kept and performed or furnished, this obligation shall be void; otherwise, it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration of, or addition to the terms of the contract or the specifications accompanying the same in any way effect its obligations on this bond, and it does hereby waive notice of any such extension of time, alteration of, or addition to the terms of the contract or to the specifications.

IN WITNESS WHEREOF, we have hereunto set out hands and seals to this bond this _____
day of _____, 2025.

WITNESS:

Name of Principal (SEAL)

By: _____

WITNESS:

Name of Surety (SEAL)

Power of Attorney for person signing for the Surety Company must be attached.

LABOR AND MATERIALS BOND
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
of the corporation named as Principal in the within Bond; that _____,
who signed the said Bond on behalf of the Principal was then _____
of said corporation; that I know his signature and his signature is genuine; and that said Bond was duly signed,
sealed, and attested for and in behalf of said corporation by authority of its governing body.

_____, 2025

_____ Corporate Seal

ATTACHMENT C
BID BOND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we the undersigned,

_____, as PRINCIPAL, and
(Name of Principal)

_____, as SURETY, are held
(Name of Surety)

and firmly bound unto the Patrick Leahy Burlington International Airport (hereinafter called the "Airport"), 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, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE OBLIGATIONS IS SUCH THAT whereas the PRINCIPAL has submitted the accompanying Bid dated _____, for

NOW THEREFORE, if the principal shall not withdraw said Bid within the period specified therein after the opening of same or if no period be specified within 180 days after the said opening, and shall within the period specified therefore or, if no period be specified within 10 days after the prescribed forms are presented to him for signature, enter into a written Contract with the Patrick Leahy Burlington International Airport in accordance with the Bid as accepted, and give bond 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 bond within the time specified, if the principal shall pay the Patrick Leahy Burlington International Airport the difference between the amount specified in said Bid and the amount for which the Patrick Leahy Burlington International Airport may procure the required work or supplies or both, if the latter amount be in excess of the former, than the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this ____ day of _____, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to Airport of its governing body.

In presence of:

_____(Seal)
(Individual Principal)

(Business Address)

(Partnership)

By: _____

(Business Address)

Attest:

(Corporation)

By: _____
(Corporate Principal)

Title: _____

(Business Address)

Affix Corporate Seal

Attest:

(Corporate Surety)

(Business Address)

Countersigned

By: _____

Attorney-in-Fact, State of _____

ATTACHMENT D
CITY OF BURLINGTON STANDARD FORM CONSTRUCTION CONTRACT &
PROVISIONS

**CITY OF BURLINGTON
CONTRACTOR CONTRACT**

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

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor, and **“Parties”** means the City and Contractor.
- D. **“Project”** means the Residential Sound Insulation Program OLDCC Bid 1
- 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 undertake sound insulation treatments in residential properties in Burlington, South Burlington, and Winooski VT. The scope of work for each home may include but is not limited to; window and door replacement, HVAC system installation and associated electrical work, insulation, sheetrock installation, and finish carpentry and painting.

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 after 224 calendar days or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Contractor shall perform the services listed in Attachment A (Request for Proposals) to the reasonable satisfaction of the Director of Aviation or designee and as described in Attachment B (Contractor'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 Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals).

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 \$[REDACTED]. 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:

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

Larry Lackey, Director of Planning, Engineering, and Sustainability

1200 Airport Drive, South Burlington VT 05403, Suite #1

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Request for Bids dated April 14, 2026

Attachment B: Contractor's Response to Request for Bids dated [REDACTED]

Attachment C: Burlington Standard Contract Conditions for Contractors

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Contractor's Certificate of Insurance & Endorsements

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract take precedent. Any Request for Proposals or other solicitation, 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.

<p>Contractor [Name of Contractor]</p> <p>By: _____</p> <p>Date: _____</p>
--

<p>City of Burlington Patrick Leahy Burlington International Airport</p> <p>By: _____ Nic Longo Director of Aviation</p> <p>Date: _____</p>

**Attachment A:
Request for Bids dated April 14, 2026**

**Attachment B:
Contractor's Response to Request for Bids dated [REDACTED]**

**Attachment C:
Burlington Standard Contract Conditions for Contractors**

**ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONTRACTORS**

1. **REGISTRATION:** The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.
2. **INSURANCE & 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.
3. **CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its sub-contractors, if any.
4. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Contractor's use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
5. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Contractor shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
2. Any person so involved within one (1) year of termination of employment with the City.

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

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

6. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
7. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Contractor services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Contractor is responsible to identify and follow any course of direction provided by the City.
8. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and their sub-Contractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its sub-contractors and any other person performing work under this Contract.
9. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the City, in writing, of any such contacts and the results thereof.
10. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

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

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

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

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

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

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

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

14. APPEARANCES:

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

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

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

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

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

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

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

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

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

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

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

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

- 17. NON-APPROPRIATION:** The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are

appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. 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 Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

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

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

20. PUBLIC HEALTH EMERGENCY:

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

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

- a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
- i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor’s workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and

- iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
- b. Review and Acceptance of Plan:
 - i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
 - ii. The City shall have sole discretion to require changes to the plan.
 - iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.
- C. Enforcement & Stoppage of Work: Contractor fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

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

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

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

21. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this 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, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Contractor or changes in the scope of work.

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

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

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

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

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

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

- 26. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 27. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractors under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 28. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 29. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, sub-Contractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated

and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

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

31. SETTLEMENTS OF MISUNDERSTANDINGS: 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.

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

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

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

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

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

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

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

37. 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.

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

39. TRANSFERS, SUBLETTING, ETC: The Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-contractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the sub-contractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any sub-contractor as specified in the insurance requirements section of this Contract.

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

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.

46. 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.

47. 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.

- 48. 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.
- 49. APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.
- 50. 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.
- 51. 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.
- 52.** In addition to the foregoing conditions, the Federal Contract Requirements attached hereto is made a part hereof by this reference as though fully set forth.

Attachment C-1 Insurance & Indemnification

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. Garage keeper's liability – \$500,000 (minimum)
- b. Pollution Liability (Contractor's) – Included or \$1,000,000

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, any required special coverages (including Pollution Liability, if applicable), 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. Contractor's general liability, pollution, and umbrella policies provide additional insured coverage for both premises and completed operations using endorsements CG 20 10 and CG 20 37 or their equivalents for a period of three years.

INDEMNIFICATION: Contractor shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (collectively, the "Indemnitees") from and against all claims, causes of action, lawsuits, damages, liabilities, liens, penalties, fines, and costs (including attorneys' fees and costs) of every kind and nature whatsoever (collectively, "Claims") arising from or relating to this Contract or Contractor's operations hereunder, excepting any Claims arising from the City's own gross negligence or willful misconduct. Contractor's indemnification and defense obligations shall survive termination of this Contract, and Contractor shall ensure that any subcontract for work under this Contract requires the subcontractor to satisfy the same indemnification and defense obligations in favor of the Indemnitees.

**Attachment D:
Burlington Livable Wage Ordinance Certification**

**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 _____, 2026.

By: _____
Duly Authorized Agent

**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 _____, 2026.

By: _____
Duly Authorized Agent

**Attachment G:
Contractor's Certificate of Insurance & Endorsements**

ATTACHMENT E
CITY OF BURLINGTON PRE-QUALIFICATION
CONSTRUCTION CONTRACTORS' APPLICATION

City of Burlington



Pre-Qualification of Construction Contractors Application

Date Received: _____

Date Checked: _____

Available for Electronic Mailing

Pre-Qualification of Construction Contractors Application

This is an application for pre-qualification of construction contractors for the City of Burlington under Chapter 21 of the Code of Ordinances. The purpose of the application is to solicit information necessary to determine whether a contractor applying for work on a government funded project is a responsible contractor.

1. Policy

It is the policy of the City of Burlington to let contracts for city construction projects only to contractors and subcontractors that demonstrate that they are responsible contractors.

2. Responsible Contractor

Responsible contractors are those contractors and subcontractors who have demonstrated to the city that they are financially responsible, have experience suggesting that they have the ability to perform government projects responsibly, have demonstrated that they are responsible employers, and have demonstrated that they have fair subcontractor relations, or that they perform all work with their own forces.

3. Minimum Contract Amount

This pre-qualification requirement applies to any construction contract by a department, board or council of the City, or those construction projects financed by tax exempt bonds issued by the Burlington Community Development Corporation, in which the total project cost is \$100,000 or more.

4. Contracting Authority

This application is to be delivered to the contracting authority under the schedule determined by that authority as part of the bidding process. The contracting authority is the department, board or council, agency, or entity that is sponsoring the contract on behalf of a government funded project.

5. Proprietary Information

All information submitted by contractors and subcontractors in connection with a pre-qualification application shall be considered proprietary information. The City shall not release the information except as may be required by the Access to Public Records Law, or by court order.

6. Subcontract Work

The pre-qualification requirement does not apply to subcontractors where the total value of the work to be performed is less than \$7,500.

Instructions for Filing the Questionnaire, Financial Statement and Other General Information For Contractors

1. Preparation of Statement:

One copy of the questionnaire is required by the City. It must be completely executed and properly sworn to before a Notary Public. Financial Statements which are compiled, reviewed, or fully-audited must be prepared and certified by an Independent Certified Public Accountant (CPA). A Certified Public Accountant is considered on who, in Vermont, is registered by the State of Vermont Board of Public Accountancy as a CPA. For other states, the City will consider a CPA whose registration qualifications in their state equal those established in Vermont. This questionnaire must be submitted at least five (5) working days before the date of opening bids in order to ensure consideration for pre-qualification for a particular bid opening.

2. Notification of Action Taken:

The City will send in writing to the applicant a notification of its decision. Questionnaires will be considered in the order received and acted upon at all times as promptly as circumstances permit. Contractors duly pre-qualified will be appraised in writing of both the amount and type of work on which they will be eligible to bid.

3. Duration of Pre-Qualification:

The duration of any pre-qualification will not exceed one (1) year and will expire annually three (3) months subsequent to the closing date of the contractors fiscal year, as evidenced in their financial statement.

4. Revision of Pre-Qualification Rating:

Requests for revision of pre-qualification rating will be considered at any time provided credentials showing increased assets, equipment or ability to perform work are submitted. These must be submitted at least five (5) working days prior to a bid opening to receive consideration for that bid opening. Contractors shall also report any substantial increase in liabilities that occurs during the pre-qualification period.

5. Request for Plans, Specifications and Proposal Form:

Contractors having been duly pre-qualified will receive notices from time to time inviting submission of proposals for the contracts to be let on specified dates. A Contractor desiring to receive plans, proposal and specifications for any contract may obtain them upon written request only, utilizing the special form entitled A Standard Form B Request for Proposal and/or Plans. This form is furnished to all pre-qualified contractors by the City and this form must show the status of all work under contract or otherwise executed by the Contractor, both inside and outside the State of Vermont, as of the date of request.

**PRE-QUALIFICATION OF
CONSTRUCTION CONTRACTORS
APPLICATION**

Submitted by _____

Corporation Partnership Individual Other _____

Mailing Address _____

Location Address _____

Telephone Number _____ Federal ID Number _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

Authorized Signature

Date

Experience Questionnaire

How many years has your organization been in business as a general contractor under your present business name? _____ Under other names?
(List) _____

How many years experience in construction work has your organization had, (a) As a general Contractor, (b) As a Sub-Contractor: _____

Has your organization, or any officer, partner, director or principal individual thereof ever admitted to or been convicted of any criminal violation, including but not limited to discrimination, anti-trust or labor violations, other than traffic offences; or been convicted of or is currently being sued for any civil antitrust violation or other civil suit involving fraud; or been debarred from performing work on any contract?

YES / NO

If so, give full details, including the name of any individual involved and the court and docket number of any civil or criminal actions:

Date of reinstatement _____

2. Is your organization currently debarred from performing work on any contract?
YES / NO
If yes, by whom? _____
Date of reinstatement: _____

3. Has your organization ever been denied pre-qualification? YES / NO
If so, by whom and for what reason? _____

4. Have you ever failed to complete any work awarded to you?
YES / NO
If so, where and why? _____

5. Has any officer, director or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? YES / NO
If so, state the name of individual, other organization and reason therefore:

6. Has any officer, director or partner of your organization ever failed to complete a construction contract handled in his own name?
YES / NO

If so, state name of individual, name of owner and reason therefore: YES / NO

7. Has the organization been cited in the past three (3) years for violations of OSHA? If so, please explain: YES / NO

8. Has the organization currently any outstanding legal action against it by a subcontractor on a current or former job?
YES / NO
If so, please explain: _____

9. List all parents, subsidiaries, affiliates or divisions of your firm, and any related parties included in disclosures in your most recent financial statements or the notes thereto:

10. List any of your officers, shareholders or directors that are affiliated with any other contractor and/or supplier:

11. Identify all persons having final bidding authority and/or the Chief Estimator:

12. Give names and complete addresses of three (3) major material suppliers and/or subcontractors with whom your firm has done business in the past 3 years:

13. List the names and addresses of the following:

Bank: _____

Amount of Letter of Credit: _____

Bonding Co. and limit (Please specify per project and aggregate limits) _____

Bonding Agent: _____

Liability Insurance: _____

Name of Carrier: _____

Limits of Liability: _____

Worker's Compensation: _____

Name of Carrier: _____

14. Does the organization have a company safety program, such as, a currently approved OSHA plan in place?

YES / NO

If so, briefly describe: _____

15. List the average wages and benefits paid by the organization over the past year for the skills, trades and job classifications intended to be employed for the contract (s) under consideration in this pre-qualification:

<u>Job Title</u>	<u>Hourly wages</u>	<u>Benefits</u>
<u>CARPENTER</u>	_____	_____
<u>ELECTRICIAN</u>	_____	_____
<u>PAINTERS</u>	_____	_____
<u>PIPEFITTERS</u>	_____	_____
<u>PLUMBERS</u>	_____	_____
<u>ROOFERS</u>	_____	_____
<u>POWER EQUIPMENT OPERATORS</u>	_____	_____
<u>TRUCKER DRIVERS</u>	_____	_____
<u>LABORERS</u>	_____	_____
<u>OTHERS</u>	_____	_____

16. List specific projects which your organization has completed in the last five years (Attach additional sheet if required):

<u>Contract Amount</u>	<u>Type of Work</u>	<u>% of Subcontract</u>	<u>When Completed</u>	<u>Location</u>	<u>Name, Address and Telephone of Owner</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

17. List all field supervisory personnel and indicate their construction experience:

<u>Name</u>	<u>Present Position or Office</u>	<u>No. of Years With this Firm</u>	<u>Construction Experience</u>	<u>Magnitude and Type of Work</u>	<u>In what Capacity</u>

18. Is your firm pre-qualified by the State of Vermont?
YES / NO

If so, please state rating and type of work qualified to perform:

<u>RATING</u>	<u>TYPE OF WORK</u>

Experience and Work Preference

In the following tabulation indicate the various types of work in which you are experienced and for which you desire to be qualified:

Bridge Construction	_____	Bridge Rehabilitation	_____
Railroad Signals	_____	Roads Culverts	_____
Building Construction	_____	Building Demolition	_____
Surface Rehabilitation	_____	Maintenance	_____
Tank Removal/Replacement	_____	Foundation	_____
Guard Rail, Fencing & Signs	_____	Hazardous Material Removal	_____
Construction	_____	Landscaping	_____
Rehabilitation	_____	Pavement Markings	_____

Traffic Signals & Lighting _____ Water & Sewer _____

Road Construction _____ Other (as specified) _____

19. Financial Capability.

The City reserves the right to request additional information if necessary to establish financial capability.

ATTACHMENT F
REQUIRED FEDERAL CONTRACT PROVISIONS

REQUIRED FEDERAL PROVISIONS

A. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, CONTRACTOR for itself, its assignees, and successors in interest (hereinafter collectively referred to as "CONTRACTOR") agrees as follows:

1. **Compliance with Regulations:** CONTRACTOR will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Non-discrimination:** The CONTRACTOR, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONTRACTOR will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21 including amendments thereto.
3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by CONTRACTOR for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by CONTRACTOR of CONTRACTOR's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** CONTRACTOR will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish the information, CONTRACTOR will so certify to AUTHORITY or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the Non-discrimination provisions of this Agreement, AUTHORITY will impose such sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to (a) withholding payments to CONTRACTOR under the Agreement until CONTRACTOR complies, or (b) cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** CONTRACTOR will include the provisions of paragraphs one through six of this Exhibit B, Section (A) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. CONTRACTOR will take action with respect to any contract or procurement as AUTHORITY or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, CONTRACTOR may request AUTHORITY to enter into any litigation to protect the interests of AUTHORITY. In addition, CONTRACTOR may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. CONTRACTOR for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, CONTRACTOR will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. CONTRACTOR for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that CONTRACTOR will furnish its services in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, 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:

- i. 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);
- ii. 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;

- iii. 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);
- iv. 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 (nondiscrimination on the Basis of Disability in Programs or Activities receiving Federal Financial Assistance);
- v. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- vi. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- vii. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- viii. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38; and
- ix. 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.*).

E. General Civil Rights Provision. In all its activities within the scope of its airport program, the CONTRACTOR agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, AUTHORITY will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. CONTRACTOR agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which CONTRACTOR grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

H. Fair Labor Standards Act. This Agreement incorporates by reference the provisions of 29 CFR Part 201 *et seq.*, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. CONTRACTOR has full responsibility to monitor its own and its subcontractors' compliance with the referenced statute or regulation. CONTRACTOR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

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

J. Clean Air and Water Pollution Control. CONTRACTOR agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). CONTRACTOR agrees to report any violation to CITY immediately upon discovery. CITY assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. CONTRACTOR must include this requirement in all subcontracts that exceeds \$150,000.

K. Contract Workhours and Safety Standards Act Requirements.

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

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

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

iv. CONTRACTOR and its subcontractors shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this Section (K) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this Section (K).

L. Debarment and Suspension. CONTRACTOR, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. CONTRACTOR will accomplish this by:

i. Checking the System for Award Management at the following website:
<http://www.sam.gov>.

ii. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.

iii. Inserting a clause or condition in the covered transaction with the lower tier contract.

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

M. Procurement of Recovered Materials. CONTRACTOR and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the CONTRACTOR and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever: (1) the contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or (2) the contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

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

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is: (1) not reasonably available within a timeframe providing for compliance with the contract performance schedule; (2) fails to meet reasonable contract performance requirements; or (3) is only available at an unreasonable price.

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

O. Domestic Procurement Preference. CONTRACTOR agrees that, to the greatest extent practicable, it will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**Attachment B:
Contractor's Response to Request for Bids dated May 6, 2026**

**ATTACHMENT A
BID FORM**

**PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT
RESIDENTIAL SOUND INSULATION PROGRAM
OLDCC BID 1 BID FORM**

The undersigned Bidder, being familiar with and understanding the Bidding documents and also having examined the project site and being familiar with all local conditions affecting the Project, including the project schedule and regulated materials hereby proposes to furnish all labor, material, equipment, supplies, and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth therein, for the sum of:

BASE Four Million Five Hundred Six Thousand Eight Hundred One & 00/100s
BID Written Amount

**BASE BID
(NUMERICAL)**

\$4,506,801.00

(Amount to be shown in both words and numbers. In the event of a difference between written amount and the number amount, the written amount shall prevail)

Bidder shall include Lump Sum Amount from Summary Sheet Below

BASE BID SUMMARY SHEET

Bidder shall fill in the applicable blank with a lump sum bid amounts. Failure to make an entry shall cause the bid to be rejected as non-responsive.

BTV RESIDENTIAL SOUND INSULATION PROGRAM
OLDCC BID 1 BID FORM
Page 2

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program: Bid Form
Phase: OLDCC Bid 1

Parcel Number	Property Owner	Property Address		Bid Amount - Figures	Bid Amount - Words
0600-00001	Holt-Gosselin, Daniel G	1 Duval St	South Burlington	157,250.39	one hundred fifty seven thousand two hundred fifty & 39/100s
1320-001-3	Ryan, Thomas & Nancy	1 Peterson Ter	South Burlington	123,696.05	one hundred twenty three thousand six hundred ninety six & 05/100
		3 Peterson Ter		126,693.88	one hundred twenty six thousand six hundred ninety three & 88/100s
0600-00003	Acharya, Sitaram	3 Duval St	South Burlington	118,859.76	one hundred eighteen thousand eight hundred fifty nine & 76/100
0600-00005	Selin, Christine	5 Duval St	South Burlington	107,790.74	one hundred seven thousand seven hundred ninety & 74/100s
0620-00005	Holmes, Michael & Lisa	5 Elizabeth St	South Burlington	146,689.53	one hundred forty six thousand six hundred eighty nine & 53/100s
1320-00005	Deangelis, Jacob & Willis, Hannah	5 Peterson Ter	South Burlington	123,428.23	one hundred twenty three thousand four hundred twenty eight & 23/100s
		5A Peterson Ter		100,777.73	one hundred thousand seven hundred seventy seven & 73/100s
0600-07-09	Havers, Erica & Jason	7 Duval St	South Burlington	111,826.21	one hundred eleven thousand eight hundred twenty six & 21/100s
		9 Duval		110,349.14	one hundred ten thousand three hundred forty nine & 14/100s
0620-00008	Richardson, Valerie & Anthony	8 Elizabeth St	South Burlington	108,304.85	one hundred eight thousand three hundred four & 85/100s
0620-00009	Pfeifenberger, Leopold (PJ)	9 Elizabeth St	South Burlington	116,229.38	one hundred sixteen thousand two hundred twenty nine & 38/100s
1320-00009	Sienicki, Benjamin J	9 Peterson Ter	South Burlington	119,022.10	one hundred nineteen thousand twenty two & 10/100s
1320-00012	Macdougall, Julie & Hand, Kyle	12 Peterson Ter	South Burlington	104,134.29	one hundred four thousand one hundred thirty four & 29/100s
005-3-006-000	Mekkelsen, Jane	14 Grove St	Burlington	126,921.72	one hundred twenty six thousand nine hundred twenty one & 72/100s
0760-14-16	Dumont, Michael	14 Hanover St	South Burlington	111,886.42	one hundred eleven thousand eight hundred eighty six & 42/100s
		16A Hanover St		89,383.99	eighty nine thousand three hundred eighty three & 99/100s
		16B Hanover St		86,735.47	eighty six thousand seven hundred thirty five & 47/100s

**BTV RESIDENTIAL SOUND INSULATION PROGRAM
 OLDCC BID 1 BID FORM
 Page 3**

1320-00016	Walker, Craig	16 Peterson Ter	South Burlington	149,009.59	one hundred forty nine thousand nine & 59/100s
1435-00019	Zea, Charles & Dorine	19 Queensbury Rd	South Burlington	154,858.42	one hundred fifty four thousand eight hundred fifty eight & 42/100s
1320-00021	Delibac, Jeffery	21 Peterson Ter	South Burlington	111,439.83	one hundred eleven thousand four hundred thirty nine & 83/100s
1435-00021	Dinis, Ilia	21 Queensbury Rd	South Burlington	128,215.67	one hundred twenty eight thousand two hundred fifteen & 67/100s
1130-00040	Snow, Kim	40 Maryland St	South Burlington	97,341.59	ninety seven thousand three hundred forty one & 59/100s
0020-00043	Tumosa, Sandra A	43 Airport Pkwy	South Burlington	80,414.97	eighty thousand four hundred fourteen & 97/100s
0020-00044	Fleury, Chris & Kathy	44 Airport Pkwy	South Burlington	101,367.83	one hundred one thousand three hundred sixty seven & 83/100s
1130-00052	Park, Christopher J	52 Maryland St	South Burlington	160,855.07	one hundred sixty thousand eight hundred fifty five & 07/100s
0430-00057	Stabler, Paul	57 Clover St	South Burlington	119,270.50	one hundred nineteen thousand two hundred seventy & 50/100s
0020-00058	Johnson, Erin & Chevrette, Paul	58 Airport Pkwy	South Burlington	112,643.52	one hundred twelve thousand six hundred forty three & 52/100s
0430-00060	Vawter, Devon & Parillo, Matthew	60 Clover St	South Burlington	122,872.05	one hundred twenty two thousand eight hundred seventy two & 05/100s
0020-00061	Ladd, Kathleen & Bryon	61 Airport Pkwy	South Burlington	127,156.45	one hundred twenty seven thousand one hundred fifty six & 45/100s
0990-00065	Shepard, Dana C	65 Kirby Rd	South Burlington	104,867.29	one hundred four thousand eight hundred sixty seven & 29/100s
005-3-004-000	Bowling, Joseph & Marnellos, Cori	91 Chase St	Burlington	94,955.79	ninety four thousand nine hundred fifty five & 79/100s
774-246-10315	Burlington Housing Authority (Alyssa Peake)	103 E Allen St	Winooski	128,933.91	one hundred twenty eight thousand nine hundred thirty three & 91/100s
0020-00225	Szwaja, Marian & Sophie	225 Airport Pkwy, Unit 1	South Burlington	100,327.73	one hundred thousand three hundred twenty seven & 73/100s
		225 Airport Pkwy, Unit 2		100,327.73	one hundred thousand three hundred twenty seven & 73/100s
		225 Airport Pkwy, Unit 3		110,363.53	one hundred ten thousand three hundred sixty three & 53/100s
		225 Airport Pkwy, Unit 4		110,363.53	one hundred ten thousand three hundred sixty three & 53/100s
1800-00360	Corron, Norma	360 White St	South Burlington	92,927.96	ninety two thousand nine hundred twenty seven & 96/100s

BTV RESIDENTIAL SOUND INSULATION PROGRAM
OLDCC BID 1 BID FORM
Page 4

0010-01141	Tilley, Frances	1141 Airport Dr	South Burlington	108,308.30	one hundred eight thousand three hundred eight & 30/100s
------------	-----------------	-----------------	------------------	------------	--

BTV RESIDENTIAL SOUND INSULATION PROGRAM

OLDCC BID 1 BID FORM

Page 5

Bidder's Name: Strong Tower Construction

Signature and Title:  - Project Manager

Address: 1901 South 7th Street Louisville KY 40208

I hereby acknowledge I have received the following addenda:

Addendum No. 1

Date: 4/20/2026

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

Addendum No. _____

Date: _____

BASIS OF AWARD

The contract will be awarded to the RESPONSIBLE BIDDER submitting the lowest total qualified bid. The lowest bid shall be the lowest total of the bid prices on the base contract (Base Bid). If the City awards a contract, it will go to the responsible bidder who submitted the lowest bid as determined by this basis of award.

In the event there is a discrepancy between the prices written in words and those written in figures, the prices written in words shall govern. No bid will be considered which does not contain a price for every item tabulated in the bid form. Unit prices shall govern incorrectly extended total amounts.

The above 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, to waive any informality in the bidding or to accept the bid deemed to be in the best interest of the Authority.

Bidder understands that award of any or all of the work described in these documents is subject to funding availability.

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.

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract within ten (10) calendar days and deliver the Bonds as required by the Instructions to Bidders.

ATTACHMENT B
CITY OF BURLINGTON REQUIRED FORMS

BURLINGTON'S OUTSOURCING ORDINANCE

21-90 Policy.

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

21-91 Definitions.

(a) Contractor or vendor. A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) Government funded project. Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) Outsourcing. The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

21-92 Implementation.

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

21-93 Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

21-94 Enforcement.

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

21-95 —21-99 Reserved.

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

I, Rob Yount on behalf of Strong Tower Construction (Contractor) and
in connection with the Residential Sound Insulation Program, Phase 5 Project (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 Louisville KY this May 4th, 2026

By: *Robert Yount*
Duly Authorized Agent

Subscribed and sworn to before me *Lisa G. Green*
Notary

LISA G. GREEN
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP35150
MY COMMISSION EXPIRES AUGUST 16, 2026

BURLINGTON'S UNION DETERRENCE ORDINANCE

21-100 Policy.

It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.

(Ord. of 3-27-06/4-26-06)

21-101 Definitions.

(a) Contractor or vendor. A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) Government funded project. Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) Union deterrence services. Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:

- 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
- 2) Have supervisors force workers to meet individually with them to discuss the union;
- 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
- 4) Discipline or fire workers for union activity;
- 5) Train managers on how to dissuade employees from supporting the union.

(d) Substantial portion of income. For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

21-102 Implementation.

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who

- 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
- 2) Advertises union deterrence services as specialty services;

3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06/4-26-06)

21-103 Enforcement.

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.

(b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

21-104 —21-110 Reserved.

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

I, Rob Yount on behalf of Strong Tower Construction (Contractor)

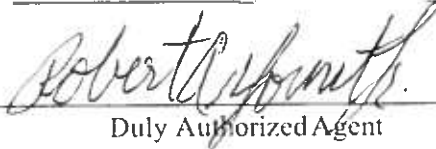
and in connection with the Residential Sound Insulation Program, Phase 5 Project (Project),

hereby certify under oath that

Strong Tower Construction (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 Louisville, ~~Vermont~~ ^{Kentucky} this 4th day of May 2026.

By: 
Duly Authorized Agent

CERTIFICATE AS TO CORPORATE PRINCIPAL

Strong Tower is not a corporation WARRANTY BOND

I, _____, certify that I am the _____ of the corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the principal was then _____ 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 and is within the scope of its corporate powers.

_____ (Corporate Seal)

NON COLLUSION AFFIDAVIT OF PRIME BIDDER
(This statement must be notarized.)

State of: Kentucky

County of: Jefferson

Benjamin Feinn being first duly sworn, deposes and says that:

He is (owner, partner, officer, representative, or agent) of Strong Tower Construction, the Bidder that has submitted the attached Bid.

He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not collusive or sham Bid;

Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to fix any overhead, profit or cost element of the Bid prices or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Burlington or any person interested in the proposed Contract;

The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant; and

That no Director or other officer or employee or person whose salary is payable in whole or in part from the City of Burlington is directly or indirectly interested in the Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

Benjamin Feinn
(Signed)
President
(Title)

Subscribed and sworn to before me this 4th day of May, 2020

[Signature]
(Notary Public)

My commission expires 8-16-2029

LISA G. GREEN
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP35150
MY COMMISSION EXPIRES AUGUST 16, 2029

STATEMENT OF BIDDERS QUALIFICATIONS
(To be submitted by the Bidder with the Bid)

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

Name of Bidder: **Strong Tower Construction**

Bidder's Tax Identification Number: **26-2970059**

Permanent Main Office Address, Telephone, FAX, and signatory's email address:
1901 South 7th Street Louisville KY 40208 502-636-3571
No Fax benjamin.feinn@strongtwr.com
When Organized: 1936

If a Corporation, Where Incorporated: **Not a corporation**

How many years have you been engaged in construction under your present firm or trade name: **17**

Contracts on hand: (schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion).

See page 21

General character of work performed by you: **General Manager/President**

Have you ever failed to complete any work awarded to you? **No**

If so, where and why:

Have you ever defaulted on a contract? **No**

If so, where and why:

List the more important contracts recently completed by you, stating approximate gross cost for each, and the month and the year completed.

See pages 22 & 23

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program, OLDCC BID 1

List your major equipment available for this Contract.

See page 24

Experience in work similar in importance to this project. **BTV Phase 3 & BTV Phase 4**

Background and experience of the principal members of you organization, including the officers.

See pages 25-28

Give Bank reference. See page 29

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Burlington? Yes

The undersigned hereby authorizes and requests any persons, firm, or corporation to furnish any information requested by the City of Burlington in verification of the recitals comprising this statement of the Bidder's qualifications.

Dated at Louisville, this 4th day of May 2026.

(Name of Bidder) Strong Tower Construction

By: Benjamin Feinn

Title: President

State of: Kentucky County of: Jefferson

Benjamin Feinn being first duly sworn, deposes and says that he is Managing Partner of Strong Tower Construction and that the answers to the foregoing questions and all statements therein are true and correct. Subscribed and sworn to before me this 4th day of May, 2026.

LISA G. GREEN
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP35150
MY COMMISSION EXPIRES AUGUST 17, 2027

[Signature] Notary Public
My commission expires 8-16-2027
(Name and Title) Lisa G. Green, Notary

CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The bidder certifies, by submission of this bid or acceptance of this contract, 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.

It further agrees by submitting this bid that it will include this clause without modification in all lower tier transactions, solicitations, bids, proposals, contracts, and subcontracts. Where the bidder/offer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

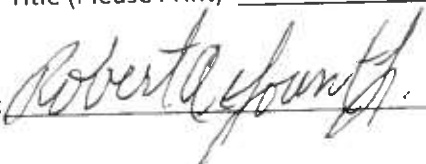
The successful bidder must verify that each lower tier participant under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

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

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

The information above is true and complete to the best of my knowledge.

Name and Title (Please Print) Rob Yount Project Manager

Signature:  Date: May 4, 2026

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CERTIFICATION OF NONSEGREGATED FACILITIES

Notice to Prospective Federally Assisted Construction Contractors and Subcontractors:

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

Certification of Nonsegregated Facilities

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

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

Dated May 4, 2026

Strong Tower Construction
Name of Sole Proprietor, Firm or Corporation

By Benjamin Feam

Strong Tower Construction, LLC - Project List - Active Project List

Project Number	Project Name	Contract Amount	Estimated Substantial Completion Date	Status
2871	Burlington International Airport Residential Sound Insulation Program Phase 4	\$ 1,954,186	2/1/2026	Active
2872	Shepherdsville Aquatic Center	\$ 1,225,095	10/24/2025	Active
2875	University of Kentucky White Hall Classroom Building Renovation	\$ 2,416,313	9/13/2025	Active
2877	University of Kentucky Agriculture Research Facility 1	\$ 3,295,622	12/23/2025	Active
2878	The Carlyle Condominium Window & Balcony Door Replacement - Phase 9	\$ 627,101	9/22/2025	Active
2879	Thomas Residence	\$ 21,812	3/1/2025	Active
2880	Hospital Expansion Med Center Health (High Street Tower)	\$ 7,895,809	12/12/2025	Active
2881	Coastal Windows & Doors, LLC	\$ 435,783	7/1/2025	Active
2882	Fern Creek Library	\$ 668,302	10/28/2025	Active
2883	Morehead State University New Science & Engineering Building	\$ 5,496,857	12/1/2026	Active
2884	West Jessamine Middle School Renovation and Addition	\$ 1,250,302	11/1/2025	Active
2887	University of Kentucky Cancer Treatment Center	\$ 1,052,025	46054.0	Active

Project Number	Project Name	Contract Amount	Substantial Completion Date	Status	Project City	Project State	Contract With: Name	Phone
2754	Lextran Headquarters Complex	\$ 1,443,695	4/20/2016	Complete	Lexington	KY	Messer Construction Company	(859) 621-4480
2755	Walldell Correctional Facility #A3091-C Replace Windows Bldg. 12	\$ 4,464,761	2/26/2015	Complete	Walldell	NY	State of New York	(518) 474-0203
2757	University of Kentucky Football Training Facility & Practice Fields	\$ 1,087,500	7/22/2016	Complete	Lexington	KY	Congleton-Hacker Co.	(859) 254-6481
2759	Hotel at Merion Square	\$ 1,255,030	12/28/2019	Complete	Charleston	SC	Balfour Beatty Construction	701-319-4000
2761	Miami University North Quad Renovation	\$ 579,300	4/27/2016	Complete	Oxford	OH	The Whiting-Turner Contracting Company	(440) 449-9200
2762	Wright State University Creative Arts Center	\$ 1,323,715	8/29/2016	Complete	Dayton	OH	Eford	(614) 488-4000
2763	XCI SDC Project Test Lab & Engineering Office Facility	\$ 966,000	12/6/2017	Complete	York County	PA	McCarthy PJ Dick Stewart & Tate JV	412-670-1532, 607-327-0683
2764	Bardstown Bourbon	\$ 607,538	2017	Complete	Bardstown	KY	Bauk Construction	502-348-6401
2767	East Campus Parking Structure 1	\$ 568,310	9/5/2017	Complete	Ft. Mead	MD	Clark Construction Group, LLC	301-271-8180
2768	University of Pikeville Health Professions Education Building	\$ 2,366,220	3/2/2017	Complete	Pikeville	KY	Code# Construction Company	859-744-2122
2770	Aleris Cold Mill and Twin CALP Lines	\$ 1,173,818	12/31/2016	Complete	Lewisport	KY	Badgett Constructors, LLC	(502) 636-3746
2771	Lebanon Correctional Institution Window Replacement (MC-09005)	\$ 3,138,744	8/28/2019	Complete	Lebanon	OH	Ohio Facilities Construction Commission	814-387-1048
2772	Toyota Georgetown PE Office	\$ 1,916,460	5/8/2017	Complete	Georgetown	KY	Devon Industrial Group Joint Venture w/ Walbridge	(313) 350-1769
2773	Marquette Replacement Hospital	\$ 6,646,155	6/2/2019	Complete	Marquette	MI	Skanska USA Building, Inc. / Closer Construction & Sales (Joint Venture)	210-304-0443
2774	HCMCB: C Street Addition - Moultrie Courthouse	\$ 2,680,000	3/20/2019	Complete	Washington	DC	Forrester Construction Company	240-375-6181
2775	University of Kentucky Research Building #2	\$ 4,665,645	5/1/2019	Complete	Lexington	KY	Whiting Turner Contracting Company	(770) 350-5100
2777	St. Louis Library	\$ 1,018,710	5/5/2017	Complete	St. Louis	MO	St. Louis County Library District/Brinkman Construction	636-537-9700
2778	Cannon House Office Building Renewal	\$ 3,750,000	11/1/2018	Complete	Washington	DC	Clark/Christman, A Joint Venture	(301) 372-8100
2779	Fayette Courthouse	\$ 697,300	12/1/2017	Complete	Lexington	KY	Messer Construction Company	(317) 423-6000
2780	University of Kentucky Research Building Interior Package	\$ 1,827,839	1/3/2019	Complete	Lexington	KY	Whiting Turner Contracting Company	(770) 350-5100
2781	UK Baseball Stadium	\$ 1,332,076	10/30/2018	Complete	Lexington	KY	Congleton-Hacker Co.	(859) 254-6481
2782	The Carlyle Condominium Window & Balcony Door Replacement	\$ 1,593,468	12/13/2018	Complete	Lakewood	OH	12900 Lake Avenue Condominium Association aka The Carlyle	216-221-6060
2783	U of L Papa John's Stadium	\$ 2,324,892	8/1/2018	Complete	Louisville	KY	Messer Construction Company	(502) 536-2301
2784	U of L Student Activity Center	\$ 824,895	8/1/2018	Complete	Louisville	KY	University of Louisville	502-852-8224
2785	1200 Broadway	\$ 8,202,171	2/17/2020	Complete	Nashville	TN	Turner Construction Company	615-231-6300
2786	The Carlyle Condominium Window & Balcony Door Replacement - Phase 2	\$ 1,206,100	5/9/2019	Complete	Lakewood	OH	12900 Lake Avenue Condominium Association aka The Carlyle	216-221-6060
2787	Essential Museum of Art Reno	\$ 957,869	12/14/2018	Complete	Bloomington	IN	F.A. Wilhelm Construction	317-359-5411
2788	James A. Haley Veterans' Hospital New Bed Tower	\$ 3,425,801	11/3/2022	Complete	Tampa	FL	Turner Construction Company	(703) 841-5200
2790	Children's Hospital Expansion Project	\$ 2,937,623	10/1/2020	Complete	Hershey	PA	The Whiting-Turner Contracting Company	443-865-9105
2791	HCMCB: C Street Addition - Moultrie Courthouse Phase 2B	\$ 4,264,727	11/10/2022	Complete	Washington	DC	Forrester Construction Company	240-375-6181
2792	The Hub	\$ 615,202	8/9/2019	Complete	Lexington	KY	Wells & Wells Construction	217-356-7030
2793	1119-Kenect Apartment Tower	\$ 8,028,622	11/23/2020	Complete	Nashville	TN	James McHugh Construction Co.	615-326-4390
2795	Madison Square	\$ 7,499,636	12/16/2021	Complete	Cincinnati	OH	Skanska USA Building, Inc.	513-748-8960
2796	The Carlyle Condominium Window & Balcony Door Replacement - Phase 3	\$ 1,002,245	12/10/2019	Complete	Lakewood	OH	12900 Lake Avenue Condominium Association aka The Carlyle	216-221-6060
2798	Assessment and Intervention Center (AIC) @ Indianapolis CIC (Community Justice Campus)	\$ 561,378	9/11/2020	Complete	Indianapolis	IN	F.A. Wilhelm Construction Co., INC.	317-359-5411
2799	UK Winslow Parking Structure	\$ 721,110	10/15/2020	Complete	Lexington	KY	F.A. Wilhelm Construction Co., INC.	317-359-5411
2800	Boston Scientific Regional Headquarters	\$ 739,935	11/4/2020	Complete	Spencer	IN	Hunt Construction Group, Inc.	317-227-7800
2801	IU Health Bloomington Educational Facility Interior Glazing Package	\$ 604,474	10/30/2020	Complete	Bloomington	IN	F.A. Wilhelm Construction Co., INC.	(317) 359-5411
2803	The Carlyle Condominium Window & Balcony Door Replacement - Phase 4	\$ 440,786	1/28/2021	Complete	Lakewood	OH	12900 Lake Avenue Condominium Association aka The Carlyle	216-221-6060
2809	11th Street Park @ Garage/Office Building	\$ 1,074,229	11/5/2020	Complete	Bloomington	IN	Weddle Bros Building Group, LLC	812-339-9500
2814	RH Gallery at Jacksonville	\$ 1,615,256	11/11/2021	Complete	Jacksonville	FL	Hardman Glazing Management, LLC	(510) 318-4934
2816	The Carlyle Condominium Window & Balcony Door Replacement - Phase 5	\$ 1,029,104	4/30/2022	Complete	Lakewood	OH	12900 Lake Avenue Condominium Association, aka The Carlyle	216-221-6060
2821	University of Louisville Bellagio New Residence Hall Phase 2 BC 12 Glass & Glazing	\$ 408,284	7/21/2022	Complete	Louisville	KY	Messer Construction Co.	(502) 261-9775
2825	Baptist Health Elizabethtown	\$ 1,171,292	7/18/2024	Complete	Elizabethtown	KY	Congleton-Hacker Co.	(859) 254-6481
2829	Van Voorhis Elementary	\$ 2,845,866	7/31/2024	Complete	Fort Knox	KY	Messer Construction Co.	(502) 261-9775
2830	Residential Sound Insulation Program Project 2021-1-4-20	\$ 916,441	6/9/2023	Complete	Louisville	KY	Louisville Regional Airport Authority	(502) 368-6524
2833	The Carlyle Condominium Window and Balcony Door Replacement, Phase 6	\$ 554,477	4/7/2023	Complete	Lakewood	OH	12900 Lake Avenue Condominium Association, aka The Carlyle	216-221-6060
2835	Osmoar Center Phase 2	\$ 509,452	1/18/2023	Complete	Louisville	KY	Noar Construction	(202) 423-2233
2838	The Warren Residence	\$ 474,421	11/11/2023	Complete	Coconut Grove	FL	Wahab Construction	(305) 854-8480
2845	Churchill Downs - Derby City Gaming Downtown	\$ 2,328,798	11/17/2023	Complete	Louisville	KY	Messer Construction Co.	(502) 261-9775

Project Number	Project Name	Contract Amount	Substantial Completion Date	Status	Project City	Project State	Contract With: Name	Phone
2846	The Carlyle Condominium Window & Balcony Door Replacement - Phase 7	\$ 580,169	10/26/2023	Complete	Lakewood	OH	12900 Lake Avenue Condominium Association, aka The Carlyle	216-221-6060
2847	Thomas More New Academic Center	\$ 2,141,514	5/8/2024	Complete	Crestview Hills	KY	Turner Construction Company	(513) 721-4224
2848	HBH West Chester, PA Renov-22-2106 (Haven Behavioral Health)	\$ 1,202,083	1/17/2024	Complete	West Chester	PA	Felley Construction, Inc.	(502) 239-2848
2849	New CTE School (Career and Technical Education)	\$ 2,720,894	5/1/2025	Complete	Lexington	KY	D.W. Wilburn, Inc.	(859) 263-2720
2850	Lexington Clinic Ortho Medical Office Building	\$ 2,199,788	4/15/2025	Complete	Lexington	KY	Brett Construction Company	(859) 255-7901
2851	Encompass Rehabilitation Hospital of Louisville	\$ 597,416	5/28/2024	Complete	Louisville	KY	JE Dunn Construction	615.726.2611
2855	Residential Sound Insulation Program Project 2023-1.6-34	\$ 1,557,000	5/14/2024	Complete	Louisville	KY	Louisville Regional Airport Authority	(502) 368-6524
2856	UK PS2 Garage	\$ 1,746,174	4/29/2024	Complete	Lexington	KY	Messer Construction Company	(859) 621-1169
2859	Wabash	\$ 457,980	7/16/2024	Complete			Housing Authority of the County of Wabash, IL	(618) 262-5518
2860	Calvert County Administration Building	\$ 2,430,000	9/17/2025	Complete	Prince Frederick	MD	Forrester Construction Company	(301) 816-1700
2861	The Carlyle Condominium Window & Balcony Door Replacement - Phase 8	\$ 586,062	4/28/2025	Complete	Lakewood	OH	12900 Lake Avenue Condominium Association, aka The Carlyle	216-221-6060
2864	Residential Sound Insulation Program Project 2024-1.8-29	\$ 1,286,584	10/23/2024	Complete	Louisville	KY	Louisville Regional Airport Authority	(502) 368-6524
2865	Kentucky Community And Technical College. System Replace Hartford Building Phase 1. Jefferson Community College - Asset Prevention	\$ 1,713,913	5/1/2025	Complete	Louisville	KY	Marnilia Design and Construction	859.685.0414
2878	The Carlyle Condominium Window & Balcony Door Replacement - Phase 9	\$ 627,101	10/31/2025	Complete	Lakewood	OH	12900 Lake Avenue Condominium Association, aka The Carlyle	216-221-6060

Attachment 3

Strong Tower Owned - Major Equipment
2002 MANLIFT AERIAL STRAIGHT
2005 MANLIFT AERIAL ARTICULATING
2008 Gas-45XA
2008 Drexel swing mast forklift
Caterpillar TL943
Caterpillar TH220B
JLG 1930ES lift
JLG 1930ES lift
Ergo Robotic Vacuum Lifter
Ergo Robotic Skyhook WPI
JLG Telescope forklift
Miller Bobcat 250 Welder/Generator
Miller Bobcat 250 Welder/Generator
Drexel SL33HP Forklift
HiPower Generator
Nikon Total Station
Scag Lawnmower
Smartlift, Small Grey
Smartlift SL1008
Smartlift 608HL
Hyster H50XM Forklift
Cat 2C5000 Forlift
ERGO ROBOTIC THOM 2200

Robert A. Yount JR.

49552 State Hwy 51

Sedgewickville, MO. 63781

314-210-7679

robert.yount@strongtwr.com

Objective: To Continue my career in Construction Management

Construction Experience: Carpentry, Masonry, New Build, Remodel. Residential Construction, Commercial Construction, Schools, Universities, Government Buildings. Private Sector, Federally Funded, State Funded.

Extensive experience in the FAA Residential Sound Insulation Program. A nationwide program where airports pay for improvements to homes in the noise contours around airports. Multiple homes, as many as 100 plus, are awarded in 1 contract.

Extensive experience in HUD housing renovations including kitchens, baths, doors, windows, flooring, and site work.

Extensive experience in window and door replacement in government buildings, schools, and universities.

Experience in storefronts and curtainwalls.

Project history includes the following cities-Buffalo NY, Cleveland OH, Louisville KY, Key West FL, Nashville TN, Gulfport MS, Baton Rouge LA, Tulsa OK, Springfield MO, Springfield IL, Houston TX, Laredo TX, San Diego CA, Anchorage AK, St. Louis, MO.

Duties Included: Project estimation, material procurement, scheduling, crew management, progress meetings, dealing with owners, architects, and engineers. Managing superintendents on multiple projects at once. Insuring that projects stay on schedule and within budget.

Special Training: OSHA10, First Aid training, asbestos supervisor training, lead supervisor training, specialized estimation training, 9 college credits in business management.

Work History:

November 2021 to present-Project Manager for Strong Tower Construction of Louisville KY

March 2020 to October 2021-Project Manager for CTC of Perryville MO

July 2019 to March 2020-Project Manager for Silver Lake Construction of Ft. Leonard Wood MO.

February 2016 to July 2019-Estimator and business development for PEM Millwork Inc. of Minnesota

April 2015 to February 2016-Operated own remodeling business

September 2013 to March 2015-Project Manager for Kenmar General Contracting LLC of Keywest Florida

October 2009 to August 2013-Project Manager for Koch Corporation of Louisville Kentucky

June 2002 to July 2009-Superintendent for Koch Corporation Louisville Kentucky

2000 to 2002-Project Manager for Schemel Companies of Perryville MO

1998 to 2000-Operations Manager for Schemel Companies of Perryville MO

1994 to 1998-Superintendent for Schemel Companies of Perryville MO

1990 to 1994-Operated self-employed company

1986 to 1990-Foreman for RH Fauser Company of St Louis MO

1982 to 1986-Carpenter for RH Fauser Company of St Louis MO

1980 to 1982-Brick Mason for Schnurbusch Masonry of Perryville MO

1978 to 1980-Carpenters Apprentice for A&M Construction of Perryville MO

1977 to 1978-Brick Mason for Croy's Masonry of Cape Girardeau MO

1976 to 1977-Masons apprentice for Croy's Masonry of Cape Girardeau
MO

Summary: It is my desire to finish out my career doing what I have excelled at. That is managing construction projects. I am proficient in dealing with others, architects, engineers, inspectors, superintendents, and sub-contractors.

Superintendent

Judah Yount
2948 Flucom Rd
Desoto MO 63020

314-315-2017

Judah.yount@strongtwr.com

Objective:

To continue to grow in experience and expertise in the construction and remodeling field with emphasis on polishing my supervisory skills.

Skills:

- 1- Installation of Doors
- 2- Installation of Windows
- 3- Framing & Building Construction
- 4- Proficient with Homeowner Communications
- 5- Expertise in Mechanical Issues

Experience

Superintendent

Strong Tower Louisville KY 2023 - to Present

Supervisor

RF Installations LLC Grand Prairie TX 2020 – 2023

Foreman

RF Installations LLC Grand Prairie TX 2015 – 2020

Carpenter

Albertsons LLC St. Louis Mo 2013 – 2015

Foreman

Koch Corporation Louisville KY 2010 – 2013

Carpenter

Koch Corporation Louisville KY 2008 - 2010

Carpenters Apprentice

Koch Corporation Louisville KY 2006 – 2008

Laborer

Koch Corporation Louisville KY 2004 – 2006

References

Robert A. Yount Jr. Strong Tower (314-210-7679)

Rusty Callahan PEM Millwork (502-220-3344)



Credit Information

Koch Corporation
1901 S 7th Street
Louisville, KY 40208
Phone: 502-636-3571

Account Payable Contact: Bailey Rosenbarger extension 3004
Email: bailey.rosenbarger@kochcorporation.com
Invoices are to be mailed to: 1901 South 7th Street, Louisville, KY 40208

Koch Corporation is an LLC, has been in business since 1936 and is NOT tax exempt.

Dun & Bradstreet number: 02-406-8116
Federal Tax ID number: 26-2970059

Bank Reference:

Wilson & Muir Bank & Trust
130 St. Matthews Avenue
Louisville, KY 40207
Contact: Mark Hardin
Account # 753-928-2
Phone: 502-454-5400
Fax: 502-454-6863

Trade References:

EFCO Corporation
1000 County Rd
Monett, MO 65708
800-221-4169

Kwik Set Fasteners
4006 Bishop Lane
Louisville, KY 40218
502-969-5311

Sunbelt Rentals
P. O. Box 409211
Atlanta, GA 30384-9211
800-508-4756
502-456-2910 Fax

Sherwin-Williams
717 South 1st Street
Louisville, KY 40202
859-259-3993
859-231-9757 Fax

Kawneer
P.O. BOX 360935
Pittsburgh, PA 15251
317-883-4277
317-664-0287 Fax

Fastenal
P.O. BOX 1286
Winona, MN 55978
507-454-5374
507-454-6542 Fax

SAFETY RESPONSIBILITY COVENANT

It is hereby understood and agreed that the CONTRACTOR is responsible for health and safety on this project including, but not limited to, compliance with all applicable federal, state, and local regulations, codes, rules, orders, laws and ordinances regarding health and safety and shall, at all times, exercise and enforce reasonable precautions for the safety and welfare of all persons and property associated with or affected by this project. The CONTRACTOR's responsibility shall include providing adequate equipment and facilities necessary (including, if required, removal to a hospital) to furnish first aid to any person or person's who may be injured on the project site.

The CONTRACTOR further agrees to defend, indemnify and hold harmless the OWNER and the ENGINEER from any expense, cost or loss including but not limited to fines, demands, suits, legal fees, or penalties, including costs of corrective measures, that the CONTRACTOR, OWNER or ENGINEER may sustain by reason of the CONTRACTOR's failure to provide a safe workplace or to comply with all health and safety laws, rules and regulations in connection with the performance of this Contract.

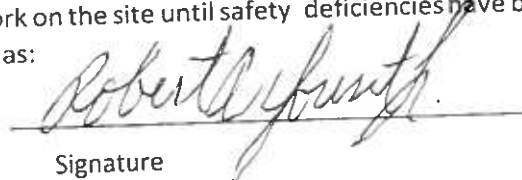
To achieve the safety goals for this project, the CONTRACTOR shall designate a SAFETY OFFICER whose duty shall be to monitor the project on a daily basis in order to insure that all required safety measures are strictly adhered to and site safety is insured. The SAFETY OFFICER shall act for the CONTRACTOR on safety issues and shall have the right to shut down work on the site until safety deficiencies have been corrected. The project SAFETY OFFICER is designated as:

Strong Tower Construction

Contractor Name

May 4, 2026

Date



Signature

Project Manager

Title

**ATTACHMENT C
BID BOND**

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT we the undersigned,

Strong Tower Construction, LLC, as PRINCIPAL, and
(Name of Principal)

Developers Surety and Indemnity Company, as SURETY, are held
(Name of Surety)

and firmly bound unto the Patrick Leahy Burlington International Airport (hereinafter called the "Airport"), in the penal sum of 5% of bid amount dollars (\$ _____), 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 CONDITIONS OF THE OBLIGATIONS IS SUCH THAT whereas the PRINCIPAL has submitted the accompanying Bid dated May 6, 2026, for

BTV OLDCC, Neighborhood Near the Airport

NOW THEREFORE, if the principal shall not withdraw said Bid within the period specified therein after the opening of same or if no period be specified within 180 days after the said opening, and shall within the period specified therefore or, if no period be specified within 10 days after the prescribed forms are presented to him for signature, enter into a written Contract with the Patrick Leahy Burlington International Airport in accordance with the Bid as accepted, and give bond 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 bond within the time specified, if the principal shall pay the Patrick Leahy Burlington International Airport the difference between the amount specified in said Bid and the amount for which the Patrick Leahy Burlington International Airport may procure the required work or supplies or both, if the latter amount be in excess of the former, than the above obligations shall be void and of no effect, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this 6th day of May, 2026, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to Airport of its governing body.

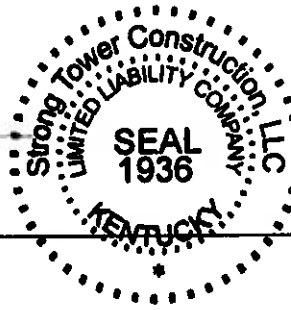
In presence of:

(Individual Principal) (Seal)

(Business Address)

(Partnership) Strong Tower Construction, LLC

By: Benjamin Feinn
Benjamin Feinn, President



1901 South 7th Street, Louisville, KY 40208
(Business Address)

Attest: [Signature]

(Corporation)

By: _____
(Corporate Principal)

Title: _____

(Business Address)

Affix Corporate Seal

Attest:

Developers Surety and Indemnity Company
(Corporate Surety)

59 Maiden Lane, 43rd Floor New York, NY 10038
(Business Address)

Countersigned

By: Anthony Balzano
Anthony Balzano, Attorney in Fact



Attorney-in-Fact, State of Kentucky

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint

Anthony Balzano and Kelly Specht

of Cincinnati, OH

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective **November 14, 2025**

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this **August 7, 2024**

By: 
Printed name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

DocuSigned by:
By:  Janie Clark, Assistant Secretary
878B603E22384A8

DocuSign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E48

Ed. 0824

Signed and sealed this 6th day of May, 2026

ATTACHMENT D
CITY OF BURLINGTON STANDARD FORM CONSTRUCTION CONTRACT &
PROVISIONS

CITY OF BURLINGTON CONTRACTOR CONTRACT

This Contractor Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and **[Strong Tower Construction]** (“Contractor”), a Vermont corporation located at **[Kentucky]**.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor, and **“Parties”** means the City and Contractor.
- D. **“Project”** means the Residential Sound Insulation Program OLDCC Bid 1
- 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 undertake sound insulation treatments in residential properties in Burlington, South Burlington, and Winooski VT. The scope of work for each home may include but is not limited to; window and door replacement, HVAC system installation and associated electrical work, insulation, sheetrock installation, and finish carpentry and painting.

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 after 224 calendar days or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Contractor shall perform the services listed in Attachment A (Request for Proposals) to the reasonable satisfaction of the Director of Aviation or designee and as described in Attachment B (Contractor'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 Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals).

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 \$[4,506,801.00]. 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:

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

Larry Lackey, Director of Planning, Engineering, and Sustainability

1200 Airport Drive, South Burlington VT 05403, Suite #1

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Request for Bids dated April 14, 2026

Attachment B: Contractor's Response to Request for Bids dated [May 4, 2026]

Attachment C: Burlington Standard Contract Conditions for Contractors

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Contractor's Certificate of Insurance & Endorsements

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract take precedent. Any Request for Proposals or other solicitation, 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.

Contractor
[Name of Contractor]

By: Strong Tower Construction

Date: _____

City of Burlington
Patrick Leahy Burlington International Airport

By: _____
Nic Longo
Director of Aviation

Date: _____

**Attachment A:
Request for Bids dated April 14, 2026**

Attachment B:
Contractor's Response to Request for Bids dated [May 4, 2026]

**Attachment C:
Burlington Standard Contract Conditions for Contractors**

**ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONTRACTORS**

1. **REGISTRATION:** The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.
2. **INSURANCE & 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.
3. **CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its sub-contractors, if any.
4. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Contractor's use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
5. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Contractor shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
2. Any person so involved within one (1) year of termination of employment with the City.

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

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

6. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
7. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Contractor services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Contractor is responsible to identify and follow any course of direction provided by the City.
8. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and their sub-Contractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its sub-contractors and any other person performing work under this Contract.
9. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the City, in writing, of any such contacts and the results thereof.
10. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

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

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

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

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

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

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

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

14. APPEARANCES:

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

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

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

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

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

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

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

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

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

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

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

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

- 17. NON-APPROPRIATION:** The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are

appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. 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 Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

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

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

20. PUBLIC HEALTH EMERGENCY:

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

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

- a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
- i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor’s workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and

iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.

b. Review and Acceptance of Plan:

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

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

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

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

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

21. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other party 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, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Contractor or changes in the scope of work.

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

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

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

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

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

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

- 26. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 27. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractors under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 28. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 29. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, sub-Contractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated

and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

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

31. SETTLEMENTS OF MISUNDERSTANDINGS: 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.

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

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

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

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

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

- 35. CHILD SUPPORT PAYMENTS:** By signing the Contract, the Contractor certifies, as of the date of signing the Contract, that the Contractor (a) is not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.
- 36. TAX REQUIREMENTS:** By signing the Contract, the Contractor certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, that the Contractor is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Contract.
- 37. 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.
- 38. ASSIGNMENT:** Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any sub-contractor is approved, Contractor shall be responsible and liable for all acts or omissions of that sub-contractor for any Work performed. If any sub-contractor is approved, Contractor shall be responsible to ensure that the sub-contractor is paid as agreed and that no lien is placed on any City property.
- 39. TRANSFERS, SUBLETTING, ETC:** The Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-contractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the sub-contractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any sub-contractor as specified in the insurance requirements section of this Contract.

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

- 40. 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.

- 41. 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.
- 42. 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.
- 43. 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.
- 44. 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.
- 45. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.
- 46. 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.
- 47. 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.

- 48. 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.
- 49. APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.
- 50. 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.
- 51. 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.
- 52.** In addition to the foregoing conditions, the Federal Contract Requirements attached hereto is made a part hereof by this reference as though fully set forth.

Attachment C-1 Insurance & Indemnification

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. Garage keeper's liability – \$500,000 (minimum)
- b. Pollution Liability (Contractor's) – Included or \$1,000,000

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, any required special coverages (including Pollution Liability, if applicable), 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. Contractor's general liability, pollution, and umbrella policies provide additional insured coverage for both premises and completed operations using endorsements CG 20 10 and CG 20 37 or their equivalents for a period of three years.

INDEMNIFICATION: Contractor shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (collectively, the "Indemnitees") from and against all claims, causes of action, lawsuits, damages, liabilities, liens, penalties, fines, and costs (including attorneys' fees and costs) of every kind and nature whatsoever (collectively, "Claims") arising from or relating to this Contract or Contractor's operations hereunder, excepting any Claims arising from the City's own gross negligence or willful misconduct. Contractor's indemnification and defense obligations shall survive termination of this Contract, and Contractor shall ensure that any subcontract for work under this Contract requires the subcontractor to satisfy the same indemnification and defense obligations in favor of the Indemnitees.

**Attachment D:
Burlington Livable Wage Ordinance Certification**

**Attachment E:
Burlington Outsourcing Ordinance Certification**

ATTACHMENT E

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

I, Rob Yount, on behalf of Strong Tower Construction

(Contractor) and in connection with the

BTV OLDCC Bid 1 [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 Louisville KY, ~~Vermont~~ this 4th day of May, 2026.

By: 
Duly Authorized Agent

Attachment F:
Burlington Union Deterrence Ordinance Certification

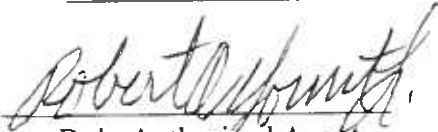
Certification of Compliance with the City of Burlington's
Union Deterrence Ordinance

I, Rob Yount, on behalf of Strong Tower Construction

(Contractor) and in connection with Burlington BTV OLDCC Bid 1 (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 Louisville KY, Vermont this 4th day of May, 2026.

By: 
Duly Authorized Agent

**Attachment G:
Contractor's Certificate of Insurance & Endorsements**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2025

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 HH Underwriters, LLC 400 Blankenbaker Pkwy. Suite 301 Louisville KY 40243		CONTACT NAME: Haley Wagoner PHONE (A/C, No, Ext): (502) 690-9790 FAX (A/C, No): (502) 890-3073 E-MAIL ADDRESS: hwagoner@hhunderwriters.com	
INSURED Strong Tower Construction, LLC 1901 South 7th Street Louisville KY 40208		INSURER(S) AFFORDING COVERAGE INSURER A: Amersure Insurance Companies NAIC # 19488 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master **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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPP21165280502	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			CA21165290502	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU21165310502	12/31/2025	12/31/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC21165320502	12/31/2025	12/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine- Contractors Equipment			IM21165300502	12/31/2025	12/31/2026	Leased/Rented Limit \$240,000 Installation Floater \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Proof of Insurance

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

**Attachment C:
Burlington Standard Contract Conditions for Contractors**

**ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONTRACTORS**

1. **REGISTRATION:** The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.
2. **INSURANCE & 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.
3. **CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its sub-contractors, if any.
4. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Contractor's use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
5. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Contractor shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
2. Any person so involved within one (1) year of termination of employment with the City.

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

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

6. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
7. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Contractor services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Contractor is responsible to identify and follow any course of direction provided by the City.
8. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and their sub-Contractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its sub-contractors and any other person performing work under this Contract.
9. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the City, plus achieve any necessary contacts and discussions with the affected owners, regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the City, in writing, of any such contacts and the results thereof.
10. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

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

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

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

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

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

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

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

14. APPEARANCES:

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

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

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

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

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

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

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

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

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

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

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

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

17. NON-APPROPRIATION: The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are

appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. 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 Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

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

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

20. PUBLIC HEALTH EMERGENCY:

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

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

- a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
- i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor’s workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and

- iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
- b. Review and Acceptance of Plan:
 - i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
 - ii. The City shall have sole discretion to require changes to the plan.
 - iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.
- C. Enforcement & Stoppage of Work: Contractor fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

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

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

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

21. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control ("Force Majeure"). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this 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, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Contractor or changes in the scope of work.

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

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

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

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

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

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

- 26. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 27. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractors under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 28. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 29. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, sub-Contractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated

and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

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

31. SETTLEMENTS OF MISUNDERSTANDINGS: 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.

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

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

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

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

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

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

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

37. 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.

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

39. TRANSFERS, SUBLETTING, ETC: The Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City, and further, if any sub-contractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the sub-contractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any sub-contractor as specified in the insurance requirements section of this Contract.

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

40. 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.

- 41. 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.
- 42. 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.
- 43. 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.

- 44. 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.
- 45. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.
- 46. 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.
- 47. 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.

- 48. 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.
- 49. APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.
- 50. 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.
- 51. 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.
- 52.** In addition to the foregoing conditions, the Federal Contract Requirements attached hereto is made a part hereof by this reference as though fully set forth.

Attachment C-1 Insurance & Indemnification

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. Garage keeper's liability – \$500,000 (minimum)
- b. Pollution Liability (Contractor's) – Included or \$1,000,000

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, any required special coverages (including Pollution Liability, if applicable), 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. Contractor's general liability, pollution, and umbrella policies provide additional insured coverage for both premises and completed operations using endorsements CG 20 10 and CG 20 37 or their equivalents for a period of three years.

INDEMNIFICATION: Contractor shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (collectively, the "Indemnitees") from and against all claims, causes of action, lawsuits, damages, liabilities, liens, penalties, fines, and costs (including attorneys' fees and costs) of every kind and nature whatsoever (collectively, "Claims") arising from or relating to this Contract or Contractor's operations hereunder, excepting any Claims arising from the City's own gross negligence or willful misconduct. Contractor's indemnification and defense obligations shall survive termination of this Contract, and Contractor shall ensure that any subcontract for work under this Contract requires the subcontractor to satisfy the same indemnification and defense obligations in favor of the Indemnitees.

**Attachment D:
Burlington Livable Wage Ordinance Certification**

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

I, _____, on behalf of _____ (“the Contractor”), in connection with a contract for _____

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 therein, and that to the best of my knowledge and belief, the foregoing is true and correct. (See 13 V.S.A. 2904(b).)

Date: _____

By: _____
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.

City of Burlington, Vermont
Certified Payroll Record
Living Wage Ordinance, B.C.O. § 21-84(a)

B.C.O. Ch. 21, Art. VI



BURLINGTON
VERMONT

Instructions to Covered Employers: Use this form to report wages and benefits for covered employees, as defined in B.C.O. § 21-81(d). If three or fewer covered employees performed services pursuant to your agreement with the City of Burlington during the Reporting Period, then report information for each covered employee. If more than three covered employees performed services pursuant to your agreement with the City of Burlington during the Reporting Period, then report information for the three lowest paid covered employees only.

Reporting Period: from _____ (date) to _____ (date).

(Note: The Reporting Period should match the period covered by the invoice accompanying this Record.)

Employee No. 1

Initials, Last Four Digits of SSN, or other Unique Identifier: _____

Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: _____

Total Number of Hours Worked for Covered Employer During Reporting Period: _____

Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: _____ No: _____

Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: _____ No: _____

Employee No. 2

Initials, Last Four Digits of SSN, or other Unique Identifier: _____

Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: _____

Total Number of Hours Worked for Covered Employer During Reporting Period: _____

Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: _____ No: _____

Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: _____ No: _____

Employee No. 3

Initials, Last Four Digits of SSN, or other Unique Identifier: _____

Total Wages, Salary, and Tips Paid by Covered Employer During Reporting Period: _____

Total Number of Hours Worked for Covered Employer During Reporting Period: _____

Was the Covered Employee Provided Employer-provided Health Insurance as Specified in B.C.O. § 21-81(g)? Yes: _____ No: _____

Did the Covered Employer Offer Paid Time Off Pursuant to B.C.O. § 21-82(c)? Yes: _____ No: _____

I certify under the pains and penalties of perjury that I have personal knowledge of matters asserted herein or that I am readily familiar with, and have reviewed, the books and records of the covered employer, and that to the best of my knowledge and belief the foregoing is true and correct. I understand that the covered employer may be asked to provide reasonable backup documentation, which shall be provided upon request.

Authorized Representative: _____ Date: _____

Rights & Responsibilities

Under Burlington's Livable Wage Ordinance

\$19.90/hr

WHEN

employer *provides* employer assisted health insurance

\$22.11/hr

WHEN

employer *does not provide* employer assisted health insurance

and 12 days of paid time off per year*

*prorated for part-time employees

The law requires employers to display this poster where employees can readily see it.

COVERAGE

Any employer who receives City contracts or grants totaling in excess of \$15,000 for any 12-month period is covered. Covered employees are entitled to livable wages, 12 days paid time off per year* for vacation, sick leave, or personal leave, and all rights under the Fair Labor Standards Act (FLSA), as well as other applicable state and federal laws.

Covered contractors are required to include in all subcontracts notice of the Livable Wage Ordinance (LWO), and are liable for LWO violations committed by their covered subcontractors.

ENFORCEMENT

The City is responsible for the administration of the LWO, and has the authority to recover back wages in instances of violations. Employers found in violation of the LWO may be assessed monetary penalties and be barred from future City contracts and grants. The law prohibits retaliation against workers who file a complaint or participate in any proceeding under the LWO.

ADDITIONAL INFORMATION

To obtain additional information about your rights and responsibilities under the LWO, visit the **LWO Webpage** (<https://www.burlingtonvt.gov/212/Livable-Wage-Ordinance>) or call **802-865-7000**, option 1 (Office of the Clerk/Treasurer).

Livable Wage July 1, 2025 - June 30, 2026

Effective July 1, 2025

**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 _____, 2026.

By: _____
Duly Authorized Agent

**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 _____, 2026.

By: _____
Duly Authorized Agent

**Attachment G:
Contractor's Certificate of Insurance & Endorsements**

Insert Strong Tower Certificate of Insurance Here

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 OLDCC construction phase.
- 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 \$1,151,233. 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 28, 2026

Attachment B: Consultant's Fee Proposal dated April 28, 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 28, 2026**

**PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT
RESIDENTIAL SOUND INSULATION PROGRAM
OLDCC CONSTRUCTION PHASE SERVICES – 58 HOMES
MARCH 2026**

This task order will focus on the construction administration up to 58 homes. The homes are split into two separate bid packages/construction contracts. The schedule presumes a 52 week duration for package 1 and a 44 week duration for package 2. While there may be some calendar overlap between the packages, it is minimal- the closeout of one overlaps with the preconstruction of the next. We have included a draft schedule with the scope of work which reflects our schedule assumptions for this scope and fee. Also included in this scope is a resident construction representative and post construction acoustical testing.

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 following activities will occur:

Task 1. Program Oversight and Coordination

- ***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.

Reports and data required by OLDCC will be coordinated and provided.

Task 2. Conduct Post-Construction Acoustical Testing & Report

The Team will conduct two rounds of post-construction acoustical testing for up to 6 properties constructed in accordance with the ATP's established procedures. Following each round of testing, the Team will prepare a report comparing pre- and post-NLR values to verify that the performance of the acoustical treatments meets the Project's goals. The Team shall review these reports and coordinate any revisions prior to their submittal to the Airport.

Travel Assumptions:

HMMH: Up to three (3) staff members will participate in each 2-day measurement effort. One (1) senior staff member will also perform on-site management and technical oversight for up to two (2) days during each round of acoustical testing. For budgeting purposes, it is assumed that two 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 twenty-four (24) hotel nights should be budgeted for the out-of-state staff members. Principal Consultant (2x3 night trip), Senior Consultant (2x3 night trip), Consultant (2x3 night trip), Consultant (2x3 night trip). Budgeting assumes one rental car is large enough to carry all equipment for the duration of the testing.

Task 3. Construction Activities – 58 Homes

- ***Local Agency Coordination***

The Team will coordinate with local utilities and the building department during the construction phase. Upon receipt of the final contractor work schedule for the Project, the Team will inform the agencies and participating homeowners on a weekly basis where work will take place and at which residences. This will be carried out as a courtesy to the agencies and as an essential part of keeping the homeowners informed.

- ***Conduct Pre-Construction Conference/Walk-Through***

The Team will conduct a pre-construction conference and walk-through with the contractor. A house-by-house walkthrough will be scheduled to take final measurements of the products for the units and to discuss and resolve issues related to atypical installation conditions. Resolution regarding architectural, mechanical, electrical, and ventilation systems (including equipment locations, line set routing, duct sizing and routing, and electrical system upgrades) will occur during the walk-through.

Travel assumptions:

JP Architect will travel up by car for one full day of house walkthroughs. One day of travel time. Two hotel nights.

- ***Review Contractor Submittals and Work Schedules***

The Team will receive shop drawings, project submittals, schedule of values, schedule and technical information from the contractors to review for conformance with the contract documents.

- ***Inventory Materials at Contractor's Warehouse***

The Team will inventory all contractor materials, including window and door products, mechanical equipment, miscellaneous trim, insulation, among other acoustical products, to determine that the materials are being provided as specified and to ensure that all the products and materials for each unit are in the contractor's local warehouse prior to approving the start of work in each unit.

- ***Respond to RFI's & Issue Field Directives***

The Team will respond to all Requests for Information (RFI's) from the contractor and issue Field Directives regarding how the work will proceed, including negotiation and preparation of Field Directives, RFI responses and processing.

- ***Monitor Contractor Schedules / Work Progress***

The Team will observe the contractor's work and monitor actual progress against the approved schedule. Any deviations from the schedule will be noted. Any issues that arise in the field will be monitored and background information on the issue(s) will be provided for Airport review. We assumed 2 house starts per week.

Travel assumptions:

JP Architect will make 4 two-night trips to the site for observation. Four days of travel time, 8 hotel nights.

- ***Conduct Construction Progress Meetings***

The Team will conduct weekly construction progress meetings and create minutes/action items for distribution to all parties. Meetings shall be attended by the Contractor, all Sub-Contractors, a Consultant representative, and the Airport. These meetings will be held in conjunction with pre-construction and construction phase activities.

- ***Provide Construction Representative(s)***

In addition to the construction administration tasks noted herein, the Team will provide a qualified construction representative to be available throughout the term of the construction contract to: observe and monitor construction progress, create photographic documentation and prepare daily logs, verify that the correct materials/products are being installed, address questions in the field or refer issues to the Team for clarification, investigate claims and initiate documentation for any changes in the work. The construction representative will complete and maintain and submit a daily report each day that construction is taking place. Additionally, any daily reports submitted by the contractor will be reviewed on a daily basis by the construction representative for accuracy and completeness.

- ***Review of Hazardous Materials Abatement Procedures***

The Team will review procedures used by the contractor as it relates to the abatement of the hazardous materials. This will include review of the contractor's lead paint abatement procedures and work practices, and review of the contractor's abatement procedures. The Team will also prepare air clearance monitoring reports for asbestos-containing materials and testing for lead-based paint. The Team will provide lead remediation oversight, and air clearance testing.

- ***Review & Process Contractor's Application for Payment***

The Team will review contractor's monthly "Application for Payment" forms, including a "pencil" copy to be agreed to by the architect, the construction manager, and the Airport's Project manager. Upon satisfactory resolution of discrepancies and consistency with completed work in accordance with the contract documents for the project, a final draft payment application will be generated by the Team and forwarded to the Airport for processing (in some cases, whether there is full agreement with the contractor or not).

- ***Transmittal of Contractor's Certified Payroll Records***

The Team will transmit the contractor's certified payroll records to the Airport. It is the responsibility of Airport to verify workforce composition, the accuracy of payroll records, and compliance with State and Federal Wage Rates.

This effort is captured in the Application for Payment subtask

- ***Review & Resolve Contract Claims***

The Team will review the RFI / Proposal file, analyze the contract changes in scope, contract schedule and sum. Should a contractor's claim be submitted, the Team will review and negotiate the change and make a recommendation to the Airport for resolution and/or approval.

- ***Substantial Completion***

Upon written notice by the contractor that the work in a home is substantially complete, the Team shall conduct a substantial completion walk-through and verify that all products are installed and operational. The Team will prepare a punch list and issue a “Certificate of Substantial Completion”. A copy of the punch list will be provided to the Contractor, the Construction Representative, and the Airport.

Travel assumptions, Rimkus: 1 Day Onsite + 1 Travel Day X 2 People, 30 Trips

- ***Conduct Final Inspections***

The Team will conduct a final inspection of each residence in the Project. The Team will verify that all of the punch-listed items have been satisfactorily completed in order to close out the contract.

Travel assumptions, Rimkus: 1 Day Onsite X 2 People, 15 Trips

- ***Review As Built Drawings***

The Consultant will coordinate with the Contractor to ensure that they complete As-Built drawings of the work as actually performed. The Consultant will review these drawings for consistency with the Consultant’s own records.

- ***Provide Contract Closeout Documents***

The Team will assist in the preparation of a reconciliation change order for close out of the contract, as required, as well as a contractor performance evaluation.

The Team will receive all required warranties, operating manuals, maintenance data, and instructions required by the Contract Documents and review them for compliance with contract requirements. Completed warranty packages will be distributed to the Homeowners.

The Team will administer other contract closeout procedures with the General Contractor (upon receipt of the Final Application for Payment, Bonds, Release of Liens, As-Built Drawings, and Contract Photos). The Team will submit the contract closeout documents to the Airport.

- ***Prepare Final Project Report***

The Team will prepare a Final Project Report for all participating dwellings that summarizes the Project experience from a cost analysis, acoustical performance, and DBE goals.

DELIVERABLES:

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

Task 1: Program Oversight and Coordination

- Meeting Summary for each meeting associated with Airport, contractor, OLDCC or other non-team related entities

Task 2: Conduct Post-Construction Acoustical Testing & Report

- Draft and Final Post Construction Acoustical Test Report

Task 3: Construction Activities

- Preconstruction meeting summary
- Review and approval of all submittals and shop drawings
- Request for Information responses
- Daily construction observation reports
- Construction meeting agendas and summaries
- Review and approval of contractor's hazardous materials abatement procedures
- Air clearance monitoring reports for ACM, if required
- Testing reports for lead-based paint, if required.
- Review and approval of contractor's application for payment
- Recommendation regarding proposed change orders
- Documentation of home and contract substantial completion
- Documentation of home and contract final completion
- Verified As-built Drawings
- Transmittal of contractor's closeout documents as required by the contract documents
- Final project report for use by Airport for submittal to OLDCC

**Attachment B:
Consultant's Fee Proposal dated April 28, 2026**

The Jones Payne Group

Patrick Leahy Burlington International Airport

OLDCC Construction Phase Services for 58 Homes

Includes:

Construction Administration for 58 homes in two separate bid packages

Resident project representative

Acoustic post-testing & report

PRIME CONSULTANT:

Jones Payne Architect & Planners

FIRM	AMOUNTS		
	FEE	EXPENSES	TOTAL
Jones Payne Group	\$747,972	\$7,070	\$755,042
Rimkus	\$241,358	\$60,676	\$302,034
HMMH*	\$76,180	\$12,400	\$88,580
KAS Consultants	\$5,520	\$58	\$5,578
EIV Technical Services	\$484,279	\$31,326	\$515,605
TOTAL	\$1,071,029	\$80,204	\$1,151,233

JONES PAYNE GROUP BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		JPAP	RIMKUS	HMMH	KAS	EIV	TOTAL
Task 1 Program Oversight and Coordination							
Project Management & Reporting	\$	204,680	\$ -	\$ -	\$ -	\$ 3,377	\$ 204,680
Subtotal Direct Labor \$s Task 1	\$	204,680	\$ -	\$ -	\$ -	\$ 3,377	\$ 204,680
Subtotal Hours \$s Task 1		870	0	0	0	0	\$ 870
Task 2 - Conduct Post Construction Acoustical Testing & Report							
Post Construction Acoustical Testing & Report	\$	-	\$ -	\$ 76,180	\$ -	\$ -	\$ 76,180
Subtotal Direct Labor \$s Task 2	\$	-	\$ -	\$ 76,180	\$ -	\$ -	\$ 76,180
Subtotal Hours \$s Task 2		0	0	420	0	0	\$ 420
Task 3 - Construction Activities							
Local Agency Coordination	\$	2,332	\$ -	\$ -	\$ -	\$ -	\$ 2,332
Conduct Pre-Construction Conference / Walk-through	\$	40,170	\$ 38,876	\$ -	\$ -	\$ -	\$ 79,046
Review of Contractor Submittals, Work Schedule	\$	91,810	\$ 22,015	\$ -	\$ 460	\$ -	\$ 114,285
Inventory Materials at Contractor's Warehouse	\$	15,580	\$ -	\$ -	\$ -	\$ -	\$ 15,580
Respond to RFI's & Issue Field Directives	\$	70,200	\$ 20,346	\$ -	\$ 690	\$ -	\$ 91,236
Monitor Contractor Schedules / Work Progress	\$	93,180	\$ -	\$ -	\$ -	\$ -	\$ 93,180
Conduct Construction Progress Meetings	\$	32,288	\$ 11,047	\$ -	\$ 690	\$ -	\$ 44,025
Provide Construction Representative(s)	\$	-	\$ -	\$ -	\$ -	\$ 480,901	\$ -
Review of Hazardous Materials Abatement Procedures	\$	-	\$ -	\$ -	\$ 2,720	\$ -	\$ 2,720
Review & Process Contractor's Application for Payment	\$	11,660	\$ -	\$ -	\$ -	\$ -	\$ 11,660
Transmittal of Contractor's Certified Payroll Records	\$	2,940	\$ -	\$ -	\$ -	\$ -	\$ 2,940
Review & Resolve Contract Claims	\$	34,880	\$ 4,150	\$ -	\$ -	\$ -	\$ 39,030
Substantial Completion	\$	35,130	\$ 105,184	\$ -	\$ -	\$ -	\$ 140,314
Conduct Final Inspections	\$	19,952	\$ 34,208	\$ -	\$ -	\$ -	\$ 54,160
Review As Built Drawings	\$	26,460	\$ 4,242	\$ -	\$ -	\$ -	\$ 30,702
Provide Contract Closeout Documents	\$	40,760	\$ 860	\$ -	\$ 960	\$ -	\$ 42,580
Prepare Final Project Report	\$	25,950	\$ 430	\$ -	\$ -	\$ -	\$ 26,380
Subtotal Direct Labor \$s Task 3	\$	543,292	\$ 241,358	\$ -	\$ 5,520	\$ 480,901	\$ 790,169
Subtotal Hours \$s Task 3		2871.5	2101	0	51	3580	\$ 5,024
TOTAL DIRECT LABOR DOLLARS	\$	747,972	\$ 241,358	\$ 76,180	\$ 5,520	\$ 484,279	\$ 1,071,029
TOTAL DIRECT LABOR HOURS		3741.5	2101	420	51	3580	\$ 6,314
Direct Expenses							
TOTAL DIRECT EXPENSES	\$	7,070	\$ 60,676	\$ 12,400	\$ 58	\$ 31,326	\$ 80,204
TOTAL FEE	\$	755,042	\$ 302,034	\$ 88,580	\$ 5,578	\$ 515,605	\$ 1,151,233

JONES PAYNE GROUP BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Principal Consultant	Project Architect	Project Manager	Outreach lead	Construction administrator	TOTAL HOURS	COST
		\$325.00	\$289.00	\$220.00	\$147.00	\$147.00		
Task 1 Program Oversight and Coordination								
1.01	Project Management & Reporting	80	240	390	80	80	870	\$ 204,680
Subtotal Direct Labor \$s Task 1		80	240	390	80	80	870	
Subtotal Hours \$s Task 1		\$26,000	\$69,360	\$85,800	\$11,760	\$11,760		\$ 204,680
Task 2 - Conduct Post Construction Acoustical Testing & Report								
2.01	Post Construction Acoustical Testing & Report						0	\$ -
Subtotal Direct Labor \$s Task 2		0	0	0	0	0	0	
Subtotal Hours \$s Task 2		\$0	\$0	\$0	\$0	\$0		\$ -
Task 3 - Construction Activities								
3.01	Local Agency Coordination		4			8	12	\$ 2,332
3.02	Conduct Pre-Construction Conference / Walk-through		50	10	80	80	220	\$ 40,170
3.03	Review of Contractor Submittals, Work Schedule		160		30	280	470	\$ 91,810
3.04	Inventory Materials at Contractor's Warehouse			4		100	104	\$ 15,580
3.05	Respond to RFI's & Issue Field Directives		60	120		180	360	\$ 70,200
3.06	Monitor Contractor Schedules / Work Progress		180			280	460	\$ 93,180
3.07	Conduct Construction Progress Meetings	10	40		40	80	170	\$ 32,288
3.08	Provide Construction Representative(s)						0	\$ -
3.09	Review of Hazardous Materials Abatement Procedures						0	\$ -
3.10	Review & Process Contractor's Application for Payment		20			40	60	\$ 11,660
3.11	Transmittal of Contractor's Certified Payroll Records					20	20	\$ 2,940
3.12	Review & Resolve Contract Claims		80			80	160	\$ 34,880
3.13	Substantial Completion		30			180	210	\$ 35,130
3.14	Conduct Final Inspections		8			120	128	\$ 19,952
3.15	Review As Built Drawings					180	180	\$ 26,460
3.16	Provide Contract Closeout Documents		80			120	200	\$ 40,760
3.17	Prepare Final Project Report	8	30	40		40	118	\$ 25,950
Subtotal Hours Task 3		18	742	174	150	1788	2872	
Subtotal Direct Labor \$s Task 3		\$5,688	\$214,438	\$38,280	\$22,050	\$262,836		\$ 543,292
TOTAL LABOR HOURS		98	982	564	230	1,868	3,742	
TOTAL DIRECT LABOR DOLLARS		\$31,688	\$283,798	\$124,080	\$33,810	\$274,596		\$ 747,972

Direct Expenses		Expenses Cost				
DIRECT EXPENSES	Rate	Units	Quantity			TOTAL EXPENSES
Airfare		Round trip				#VALUE!
Lodging	\$ 202.00	Nights	10			\$ 2,020
Meals / Per Diem	\$ 86.00	Days	15			\$ 1,290
Mileage/ Tolls	\$ 0.730	Miles	3000			\$ 2,190
Photocopies / Printing / Professional Publications	\$ 1.50	Pages	58			\$ 87
Postage / Courier / Overnight	\$ 1.00	Letter	58			\$ 58
Office Supplies						
Structural Services						
Translation Services						
Construction management software license	\$ 75.00	Month	19			\$ 1,425
TOTAL DIRECT EXPENSES						\$ 7,070
TOTAL FEE						\$ 755,042

RIMKUS INC. - MECHANICAL & ELECTRICAL BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Vice President	PM-Elect.	Elect. Engineer	PM-HVAC	Code	HVAC Engineer	CADD Technician	Sr.Electrical Consultant	CADD Manager	TITLE	TITLE	TITLE	TOTAL HOURS	COST
		\$411.21	\$97.79	\$116.83	\$150.36	\$246.92	\$117.29	\$78.62	\$243.39	\$116.83	\$0.00	\$0.00	\$0.00		
Task 1 Program Oversight and Coordination															
1.01	Project Management & Reporting													0	\$ -
Subtotal Direct Labor \$s Task 1		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal Hours \$s Task 1		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
Task 2 - Conduct Post Construction Acoustical Testing & Report															
2.01	Post Construction Acoustical Testing & Report													0	\$ -
Subtotal Direct Labor \$s Task 2		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal Hours \$s Task 2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ -
Task 3 - Construction Activities															
3.01	Local Agency Coordination													0	\$ -
3.02	Conduct Pre-Construction Conference / Walk-through	8	172				160							340	\$ 38,876
3.03	Review of Contractor Submittals, Work Schedule	4	50	37	4		90							185	\$ 22,015
3.04	Inventory Materials at Contractor's Warehouse													0	\$ -
3.05	Respond to RFIs & Issue Field Directives	8	65	8	8		73							162	\$ 20,346
3.06	Monitor Contractor Schedules / Work Progress													0	\$ -
3.07	Conduct Construction Progress Meetings	8	30		4		36							78	\$ 11,047
3.08	Provide Construction Representative(s)													0	\$ -
3.09	Review of Hazardous Materials Abatement Procedures													0	\$ -
3.10	Review & Process Contractor's Application for Payment													0	\$ -
3.11	Transmittal of Contractor's Certified Payroll Records													0	\$ -
3.12	Review & Resolve Contract Claims	8	4				4							16	\$ 4,150
3.13	Substantial Completion	4	480		2		480							966	\$ 105,184
3.14	Conduct Final Inspections	4	150		2		150							306	\$ 34,208
3.15	Review As Built Drawings		2	16	2		16							36	\$ 4,242
3.16	Provide Contract Closeout Documents		4				4							8	\$ 860
3.17	Prepare Final Project Report		2				2							4	\$ 430
Subtotal Hours Task 3		44	959	61	22	0	1015	0	0	0	0	0	0	2101	
Subtotal Direct Labor \$s Task 3		\$18,093	\$93,781	\$7,127	\$3,308	\$0	\$119,049	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 241,358
TOTAL LABOR HOURS		44	959	61	22	-	1,015	-	-	-	-	-	-	2,101	-
TOTAL DIRECT LABOR DOLLARS		\$18,093	\$93,781	\$7,127	\$3,308	\$0	\$119,049	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$ 241,358

DIRECT EXPENSES	Direct Expenses				Expenses Cost											
	Rate	Units	Trips	People	TOTAL EXPENSES											
Airfare																\$ -
Lodging	\$ 200.00	1	50	2												\$ 20,000
Meals / Per Diem	\$ 86.00	1	61	2												\$ 10,492
Mileage/ Tolls	\$ 0.700	440	49	2												\$ 30,184
Photocopies / Printing / Professional Publications																
Postage / Courier / Overnight																
Office Supplies																
Structural Services																
Translation Services																
Miscellaneous																
TOTAL DIRECT EXPENSES																\$ 60,676
TOTAL FEE																\$ 302,034

HMMH INC - ACOUSTICAL BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Principal Cons. II	Senior Cons. III	Consultant II	Consultant III	TOTAL HOURS	COST
		\$254.00	\$180.00	\$144.00	\$133.00		
Task 1 Program Oversight and Coordination							
1.01	Project Management & Reporting					0	\$ -
Subtotal Direct Labor \$s Task 1		0	0	0	0	0	
Subtotal Hours \$s Task 1		\$0	\$0	\$0	\$0		\$ -
Task 2 - Conduct Post Construction Acoustical Testing & Report							
2.01	Post Construction Acoustical Testing & Report	120	100	100	100	420	\$ 76,180
Subtotal Direct Labor \$s Task 2		120	100	100	100	420	
Subtotal Hours \$s Task 2		\$30,480	\$18,000	\$14,400	\$13,300		\$ 76,180
Task 3 - Construction Activities							
3.01	Local Agency Coordination					0	\$ -
3.02	Conduct Pre-Construction Conference / Walk-through					0	\$ -
3.03	Review of Contractor Submittals, Work Schedule					0	\$ -
3.04	Inventory Materials at Contractor's Warehouse					0	\$ -
3.05	Respond to RFI's & Issue Field Directives					0	\$ -
3.06	Monitor Contractor Schedules / Work Progress					0	\$ -
3.07	Conduct Construction Progress Meetings					0	\$ -
3.08	Provide Construction Representative(s)					0	\$ -
3.09	Review of Hazardous Materials Abatement Procedures					0	\$ -
3.10	Review & Process Contractor's Application for Payment					0	\$ -
3.11	Transmittal of Contractor's Certified Payroll Records					0	\$ -
3.12	Review & Resolve Contract Claims					0	\$ -
3.13	Substantial Completion					0	\$ -
3.14	Conduct Final Inspections					0	\$ -
3.15	Review As Built Drawings					0	\$ -
3.16	Provide Contract Closeout Documents					0	\$ -
3.17	Prepare Final Project Report					0	\$ -
Subtotal Hours Task 3		0	0	0	0	0	
Subtotal Direct Labor \$s Task 3		\$0	\$0	\$0	\$0		\$ -
TOTAL LABOR HOURS		120	100	100	100	420	
TOTAL DIRECT LABOR DOLLARS		\$30,480	\$18,000	\$14,400	\$13,300		\$ 76,180

DIRECT EXPENSES	Direct Expenses						Expenses Cost
	Rate	Units	Trips	People	TOTAL EXPENSES		
Airfare	\$ 750.00	4	2	2		\$ 3,000	
Lodging	\$ 202.00	24	2	3 to 4		\$ 4,848	
Meals / Per Diem	\$ 86.00	32	2	3 to 4		\$ 2,752	
Parking / Taxi	\$ 150.00	4	2	2		\$ 600	
Gasoline / Tolls	\$ 100.00	2	2	3 to 4		\$ 200	
Rental Car	\$ 500.00	2	2	3 to 4		\$ 1,000	
Miscellaneous						\$ -	
Postage / Courier / Overnight							
Office Supplies							
Structural Services							
Translation Services							
Miscellaneous							
TOTAL DIRECT EXPENSES						\$ 12,400	
TOTAL FEE						\$ 88,580	

KAS CONSULTANTS - ENVIRONMENTAL BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Senior Manager	Project Manager	Field Inspector	Industrial Hygienists	Project Adminstrator	TOTAL HOURS	COST
		\$140.00	\$115.00	\$100.00	\$0.00	\$65.00		
Task 1 Program Oversight and Coordination								
1.01	Project Management & Reporting						0	\$ -
Subtotal Direct Labor \$s Task 1		0	0	0	0	0	0	
Subtotal Hours \$s Task 1		\$0	\$0	\$0	\$0	\$0		\$ -
Task 2 - Conduct Post Construction Acoustical Testing & Report								
2.1	Post Construction Acoustical Testing & Report						0	\$ -
Subtotal Direct Labor \$s Task 2		0	0	0	0	0	0	
Subtotal Hours \$s Task 2		\$0	\$0	\$0	\$0	\$0		\$ -
Task 3 - Construction Activities								
3.01	Local Agency Coordination						0	\$ -
3.02	Conduct Pre-Construction Conference / Walk-through						0	\$ -
3.03	Review of Contractor Submittals, Work Schedule		4				4	\$ 460
3.04	Inventory Materials at Contractor's Warehouse						0	\$ -
3.05	Respond to RFI's & Issue Field Directives		6				6	\$ 690
3.06	Monitor Contractor Schedules / Work Progress						0	\$ -
3.07	Conduct Construction Progress Meetings		6				6	\$ 690
3.08	Provide Construction Representative(s)						0	\$ -
3.09	Review of Hazardous Materials Abatement Procedures		8	18			26	\$ 2,720
3.10	Review & Process Contractor's Application for Payment						0	\$ -
3.11	Transmittal of Contractor's Certified Payroll Records						0	\$ -
3.12	Review & Resolve Contract Claims						0	\$ -
3.13	Substantial Completion						0	\$ -
3.14	Conduct Final Inspections						0	\$ -
3.15	Review As Built Drawings						0	\$ -
3.16	Provide Contract Closeout Documents	1	6			2	9	\$ 960
3.17	Prepare Final Project Report						0	\$ -
Subtotal Hours Task 3		1	30	18	0	2	51	
Subtotal Direct Labor \$s Task 3		\$140	\$3,450	\$1,800	\$0	\$130		\$ 5,520

TOTAL LABOR HOURS		1	30	18	-	2	51	
TOTAL DIRECT LABOR DOLLARS		\$140	\$3,450	\$1,800	\$0	\$130		\$ 5,520

DIRECT EXPENSES	Direct Expenses	Rate	Units	Samples	People	Expenses Cost	
							TOTAL EXPENSES
	Airfare						\$ -
	Lodging						\$ -
	Meals / Per Diem						\$ -
	Mileage/ Tolls	\$ 0.725	80				58.00
	Photocopies / Printing / Professional Publications						
	Postage / Courier / Overnight						
	Office Supplies						
	Structural Services						
	Miscellaneous - Asbestos Bulk Samples - 1 day results		each				\$ -
	Miscellaneous - Lead Wipe Samples - 1 day results		each				\$ -
TOTAL DIRECT EXPENSES							\$ 58

TOTAL FEE								\$ 5,578
------------------	--	--	--	--	--	--	--	----------

EIV TECHNICAL SERVICES - OBSERVATION BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Project Manager	Construction Observation		TOTAL HOURS	COST
		\$153.52	\$134.33	\$0.00		
Task 1 Program Oversight and Coordination						
1.01	Project Management & Reporting	8	16		24	\$ 3,377
Subtotal Direct Labor \$s Task 1		8	16	0	24	
Subtotal Hours \$s Task 1		\$1,228	\$2,149	\$0		\$ 3,377
Task 2 - Conduct Post Construction Acoustical Testing & Report						
2.1	Post Construction Acoustical Testing & Report				0	\$ -
Subtotal Direct Labor \$s Task 2		0	0	0	0	
Subtotal Hours \$s Task 2		\$0	\$0	\$0		\$ -
Task 3 - Construction Activities						
3.01	Local Agency Coordination				0	\$ -
3.02	Conduct Pre-Construction Conference / Walk-through				0	\$ -
3.03	Review of Contractor Submittals, Work Schedule				0	\$ -
3.04	Inventory Materials at Contractor's Warehouse				0	\$ -
3.05	Respond to RFI's & Issue Field Directives				0	\$ -
3.06	Monitor Contractor Schedules / Work Progress				0	\$ -
3.07	Conduct Construction Progress Meetings				0	\$ -
3.08	Provide Construction Representative(s)		3,580		3580	\$ 480,901
3.09	Review of Hazardous Materials Abatement Procedures				0	\$ -
3.10	Review & Process Contractor's Application for Payment				0	\$ -
3.11	Transmittal of Contractor's Certified Payroll Records				0	\$ -
3.12	Review & Resolve Contract Claims				0	\$ -
3.13	Substantial Completion				0	\$ -
3.14	Conduct Final Inspections				0	\$ -
3.15	Review As Built Drawings				0	\$ -
3.16	Provide Contract Closeout Documents				0	\$ -
3.17	Prepare Final Project Report				0	\$ -
Subtotal Hours Task 3		0	3580	0	3580	
Subtotal Direct Labor \$s Task 3		\$0	\$480,901	\$0		\$ 480,901

TOTAL LABOR HOURS		8	3,596	-	3,604	
TOTAL DIRECT LABOR DOLLARS		\$1,228	\$483,051	\$0		\$ 484,279

DIRECT EXPENSES	Direct Expenses	Rate	Units	Quantity	Expenses Cost	
						TOTAL EXPENSES
	Airfare					\$ -
	Lodging					\$ -
	Meals / Per Diem					\$ -
	Mileage/ Tolls	\$ 0.725	37850			\$ 27,441
	Photocopies / Printing / Professional Publications					
	Postage / Courier / Overnight					
	Office Supplies					
	Structural Services					
	Miscellaneous		each			\$ -
	Construction management software license	\$ 185.00	month	21		\$ 3,885
TOTAL DIRECT EXPENSES						\$ 31,326

TOTAL FEE						\$ 515,605
------------------	--	--	--	--	--	------------

**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

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)

Acct#: 2864176

05/18/2026

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
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 THE JONES PAYNE GROUP, INC.
 123 N WASHINGTON ST FL 3
 BOSTON, MA 02114-2113

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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	C7398046A	10/01/2025	10/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

OLDCC Construction Phase Services for 58 Homes | Patrick Leahy Burlington International Airport South Burlington Vermont

CERTIFICATE HOLDER

City of Burlington and Burlington International Airport
 1200 Airport Drive
 Suite 13
 South Burlington VT 05403

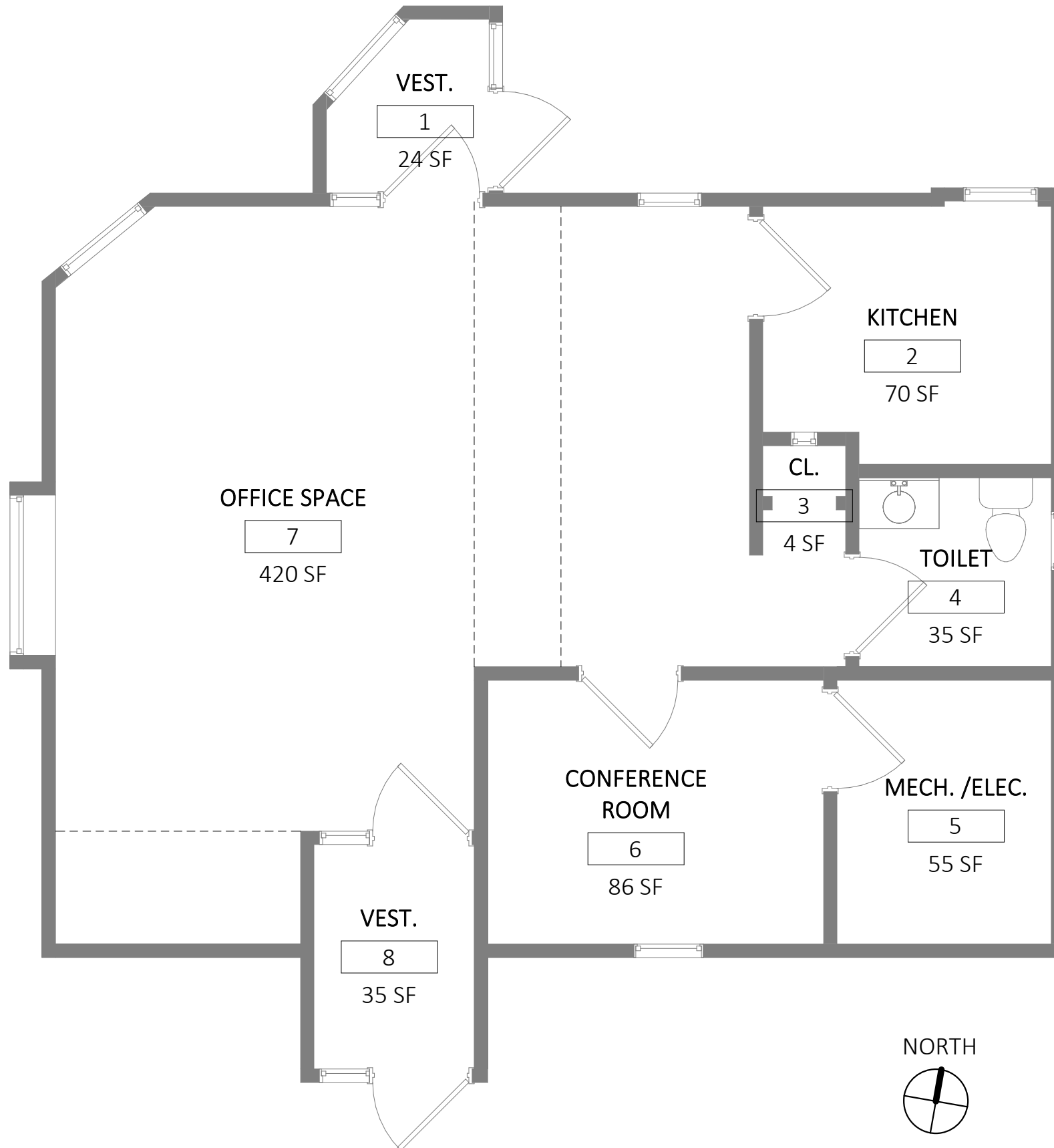
CANCELLATION

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

[Signature]

OLDCC Construction Phase Services, Jones Payne Contract



Existing Conditions

The Jones Payne Group
 123 North Washington Street, Third Floor
 Boston, Massachusetts 02114
 tel: 617.790.3747 fax: 617.790.3748
 email: postoffice@jonespayne.com

Project Name:	BTV Office Building	Sheet Number:	0.1	
Project No.:	N/A			
Drawn By:	SF/ DN	Checked By:		SF
Date Issued:	02/27/2026	Scale:		1/4" = 1'-0"

TO: Airport Commission, City of Burlington
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: June 3, 2026
June 15, 2026
June 15, 2026

SUBJECT: Request to execute contracts with, Strong Tower Inc. (ST) for the construction improvements to 39 housing units for Bid 1 and Jones Payne Group Inc. (JPG) for the construction oversight services for approximately 58 housing units including Bid 1 and pending bid 2 of the Airports Residential Sound Insulation Program (RSIP), funded by the Office of Local Defense Community Cooperation (OLDCC).

Request

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

1. Execute an Agreement with Strong Tower, Inc. (ST) for construction improvements to 39 units (Bid 1) for the RSIP - OLDCC funded program.
2. Execute an Agreement with Jones Payne Group, Inc (JPG) for construction improvements construction oversight services for approximately 58 housing units (Bid 1 & 2) for the RSIP - OLDCC funded program.

Background Information

The Patrick Leahy Burlington International Airport has a residential sound insulation program for those households affected by aircraft noise. BTV had requested funding from the Office of Local Defense Community Cooperation (OLDCC) through the Department of Defense to implement this program to

increase the number of homes to be mitigated in the five-year horizon. This grant opportunity is the first time appropriations have been made available through the DOD to assist in funding Federal Aviation Administration (FAA) Noise Compatibility Programs (NCP) at National Guard Facilities. BTV has been awarded a grant in the amount of \$7,320,760.00 plus the local share of \$813,418.00 for a total project amount of \$8,134,178.00 consistent with the previous request to City Council in August of 2025 to authorize the Airport to accept this funding.

OLDCC

The Community Noise Mitigation Program through OLDCC, is intended to facilitate the installation of sound insulation in covered facilities. Through the Consolidated Appropriations this funding is for airports at or near guard or reserve installations, The Airport applied for this funding in July 2026 and received the grant in September 2026.

RSIP

The Residential Sound Insulation Program (“RSIP”) is an approved measure of the 2020 Federal Aviation Administration (FAA) approved 14 Code of Federal Regulations (CFR) Part 150 Noise Compatibility Program. The overall Program allows airports to access federal funds to mitigate noise such as installing sound insulation materials like windows, doors, insulation, HVAC systems and includes approximately 2,400 residential units located within the 65-75 Day Night Average Sound Level (DNL) contours of the approved 2024 Noise Exposure Map (NEM). It’s important to note that without an approved NCP or NEM, no federal funds can be obligated towards these programs. Homes in this project will be located in the City of South Burlington, City of Winooski, or Town of Williston. Properties will be 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 outlined in these grants. For further information, all of our NCP and NEM documentation can be found at btvsound.com

Benefits Anticipated:

The project will reduce interior noise levels of the eligible properties by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior eligible 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, all of which is a requirement of the FAA. It is anticipated that this project construction improvements will benefit an estimated 39 housing units and ultimately approximately 58 units after the second bid. The entire program once completed is anticipated to benefit approximately 2400 homeowners, which equates to approximate 5500 occupants.

Project approach

Strong Tower Construction Inc. (ST) was selected through a competitive bid process in April 2026. ST was the lowest responsible bidder, so ST was selected for the project.

Jones Payne Group, Inc. (JPG) 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 (IFE) 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.

Funding:

The funding is from the OLDCC program, as outlined which provides 90% funding. The remaining 10% is the local share which will be 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. Budgets for this project are included in the FY 2027 and FY 2028 annual budget process.

PROPOSED MOTIONS:

Airport Commission

1. To approve the memo as presented

Board of Finance:

1. “To approve and recommend that the City Council authorize the Director of Aviation to execute a contract agreement with Strong Tower Construction, Inc. for up to \$4,506,801.00 with a 10% contingency, for an amount up to \$4,957,481.00 for the construction improvements for 39 housing units by the OLDCC funded Residential Sound Insulation Program, 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 contract agreement with Jones Payne Group, Inc. for up to \$1,151,233.00 with a 10% contingency, for an amount up to \$1,266,356.00 for the construction oversight services for

improvements for approximately 58 housing units by the OLDCC funded Residential Sound Insulation Program, subject to review and approval of the City Attorney's Office.”

City Council

1. “To authorize the Director of Aviation to execute a contract agreement with Strong Tower Construction, Inc. for up to \$4,506,801.00 with a 10% contingency, for an amount up to \$4,957,481.00 for the construction improvements for 39 housing units by the OLDCC funded Residential Sound Insulation Program, subject to review and approval of the City Attorney's Office.”
2. “To authorize the Director of Aviation to execute a contract agreement with Jones Payne Group, Inc. for up to \$1,151,233.00 with a 10% contingency, for an amount up to \$1,266,356.00 for the construction oversight services for improvements for approximately 58 housing units by the OLDCC funded Residential Sound Insulation Program, subject to review and approval of the City Attorney's Office.

EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That **City of Burlington c/o Patrick Leahy Burlington International Airport, in the CITY OF BURLINGTON, county of Chittenden and State of Vermont**, (hereinafter, whether singular or plural, called the GRANTOR), in consideration of One Dollar paid and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby gives, grants, bargains, sells and conveys unto **GREEN MOUNTAIN POWER CORPORATION**, a Vermont corporation with a principal place of business situated in Colchester Vermont, (hereinafter, regardless of the number of GRANTEES, called the GRANTEES) and to its/their successors and assigns, the exclusive and perpetual right and easement to erect, place, construct, reconstruct, bury, operate, repair, maintain, replace, patrol and remove **underground cables, wires, lines, conduits, braces, foundations, above and below ground equipment**, fixtures and appurtenances (hereinafter, called the facilities or a facility) for the transmission and/or distribution of electricity and for telecommunications use and transmission and transmission of intelligence (including but not limited to data, information, video and voice), any of which facilities may be erected at different times and at such voltages and capacities as GRANTEES may from time to time determine, under, upon, over or across lands of GRANTOR in the CITY of, **South Burlington** in the County of **Chittenden**, and State of Vermont, hereinafter referred to as the "Easement Area" and described as follows:

An UNGERGROUND line commencing at GRANTEES TAG 159151 TRAVELING IN A GENERALLY EASTERLY DIRECTION UNDER THE RODWAY PRESENTLY KNOWN AS EAGLE DR AND ENTERING THE LANDS OF THE GRANTOR FROM THE GRANTOR'S WESTERN PARCEL BOUNDARY. SAID LINE WILL TRAVEL NORTHERLY TO A PADMOUNT TRANSFORMER.

The exact location of the facility or facilities is to be selected by the GRANTEES after their final surveys have been completed within the above-described location. Said Easement Area shall be ten (10) feet on each side of the centerline of installed conduits for underground facilities, twelve (12) feet in front of the transformer doors, twelve and one-half (12 ½) feet on each side from the outermost conductors for overhead facilities, and an additional six (6) feet from the outer perimeter of all underground and above ground facilities. Notwithstanding any limitations on the rights herein conveyed, the GRANTEES, their successors and assigns, may place, maintain and replace anchors, guy wires, and braces up to twenty five (25) feet from any facility as needed for support.

Together with the perpetual right and easement from time to time without further payment therefore, to renew, replace, add to, remove, and otherwise change the facilities and each and every part thereof, and the locations thereof within said Easement Area, and to access said Easement Area to and from the adjoining lands of GRANTOR for all of the purposes set out herein, to provide for the continued operation, maintenance and replacement of said facilities.

Included in this grant is the continuing right of the GRANTEES within the Easement Area to cut down, trim and to remove and keep cleared such trees, underbrush, and vegetation, or parts thereof growing within or overhanging such Easement Area as in the judgment of GRANTEES may interfere with or endanger the efficient operation and use of said facilities, and to remove all structures which are now found, or which may be subsequently placed on or within such Easement Area in violation of the rights and privileges of GRANTEES hereunder, together, also, with the permanent right to enter on adjacent lands of GRANTOR to cut or trim and remove such trees growing outside the limits of the Easement Area which may, in the opinion of GRANTEES, interfere with or be likely to interfere with, the successful operation of the facilities now or hereafter to be constructed on said Easement Area (danger trees).

The GRANTOR, for GRANTOR and GRANTOR'S successors and assigns, does hereby covenant that none of them will erect or permit any building or any other structures or trees or bushes to be erected or placed within the Easement Area, or change the grade, fill or excavate within said Easement Area which, in the judgment of the GRANTEES, its successors and assigns, might interfere with the proper operation and maintenance of said facilities. By way of illustration, but not of limitation, the following uses are specifically forbidden: swimming pools, ponds, tennis courts, septic tanks, leach fields/mound systems, any building or other structure, unregistered vehicle parking, or storage of any materials or equipment.

It is agreed that facilities shall remain the property of the GRANTEES, its/their successors and assigns, and that the GRANTEES, its/their successors and assigns, shall pay all taxes assessed thereon.

GRANTEES shall have the right to assign to others, in whole or in part, any or all of the rights, privileges and easements hereinbefore set forth.

TO HAVE AND TO HOLD the above granted easements and rights, with all the privileges and appurtenances thereunto belonging, unto and to the use of the said GRANTEES, its/their successors and assigns, forever.

And the GRANTOR hereby for said GRANTOR and its successors and assigns, covenants with the GRANTEES, its/their successors and assigns, that the GRANTOR is lawfully seized in fee simple of the granted premises, and that the GRANTOR has good right and title to sell and convey the same as aforesaid, that they are free from any claims of, or encumbrances by, third parties, including without limitation, any claim or encumbrance created by an offer of dedication to a municipality for a roadway(s) and will WARRANT and defend the same to the GRANTEES, its/their successors and assigns, forever against the lawful claims and demands of all persons.

IN WITNESS WHEREOF the aforementioned GRANTOR has hereunto set its/his/her/their hand and seal and further, to the extent GRANTOR is an entity, the signatory hereto executes this instrument on behalf of said entity and as its duly authorized agent this _____ day of _____, _____.

IN THE PRESENCE OF:

BY: _____ L.S.

BY: _____ L.S.

STATE OF **Vermont**
COUNTY OF **Chittenden**

BE IT REMEMBERED, that on the _____ day of _____, _____, personally appeared _____, **signers and sealers** of the foregoing written instrument and acknowledged the same to be **their free act and deed**.

Before me,

Notary Public

SPACE BELOW THIS LINE FOR RECORD ENTRY PURPOSES ONLY AND NOT A PART OF ABOVE CONVEYANCE

_____ Clerk's Office

Taglet Number: 159151

Received for Record

_____, 20__

Project Number: 207245

at ___ o'clock ___ minutes ___ .M. and

recorded in Book ___ Page ___ of Land

Records.

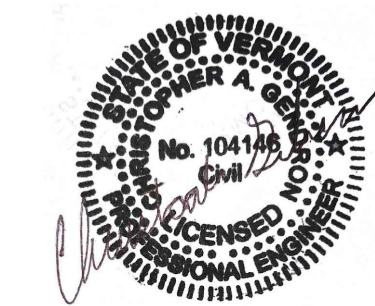
Attest: _____, Clerk

Notes

1. WATERLINE RELOCATION WILL REQUIRE A SHUTDOWN IN WATER SERVICE FOR BUSINESSES ALONG AVIATION AND CUSTOMS DRIVE. CONTRACTOR TO PROVIDE A MINIMUM TWO (2) WEEK NOTICE TO CHAMPLAIN WATER DISTRICT AND TO EFFECTED BUSINESS OWNERS PRIOR TO CLOSURE.
2. CONTRACTOR TO INSTALL CONDUIT AND PERFORM EXCAVATION AS NEEDED FOR FIDUM EQUIPMENT. FIDUM TO INSTALL NEW FIBER, PULL BOX AND TO PERFORM SPLICING.

Revision	By	Appd	Date
Revision 1	RG	CG	2026.02.20
Revised	By	Appd	YYYY.MM.DD
Conformed Set	RG	CG	2025.12.10
Issued for Construction	RG	CG	2025.11.10
Issued for Building Permit	RG	CG	2025.09.26
Issued for Permit	RG	CG	2025.08.13
Issued	By	Appd	YYYY.MM.DD
File Name: C_104 UTILITY PLAN	GM	CG	CG
	Dwn.	Dgn.	Chk.
			12.9.2025
			YYYY.MM.DD

Permit/Seal



Client/Project Logo

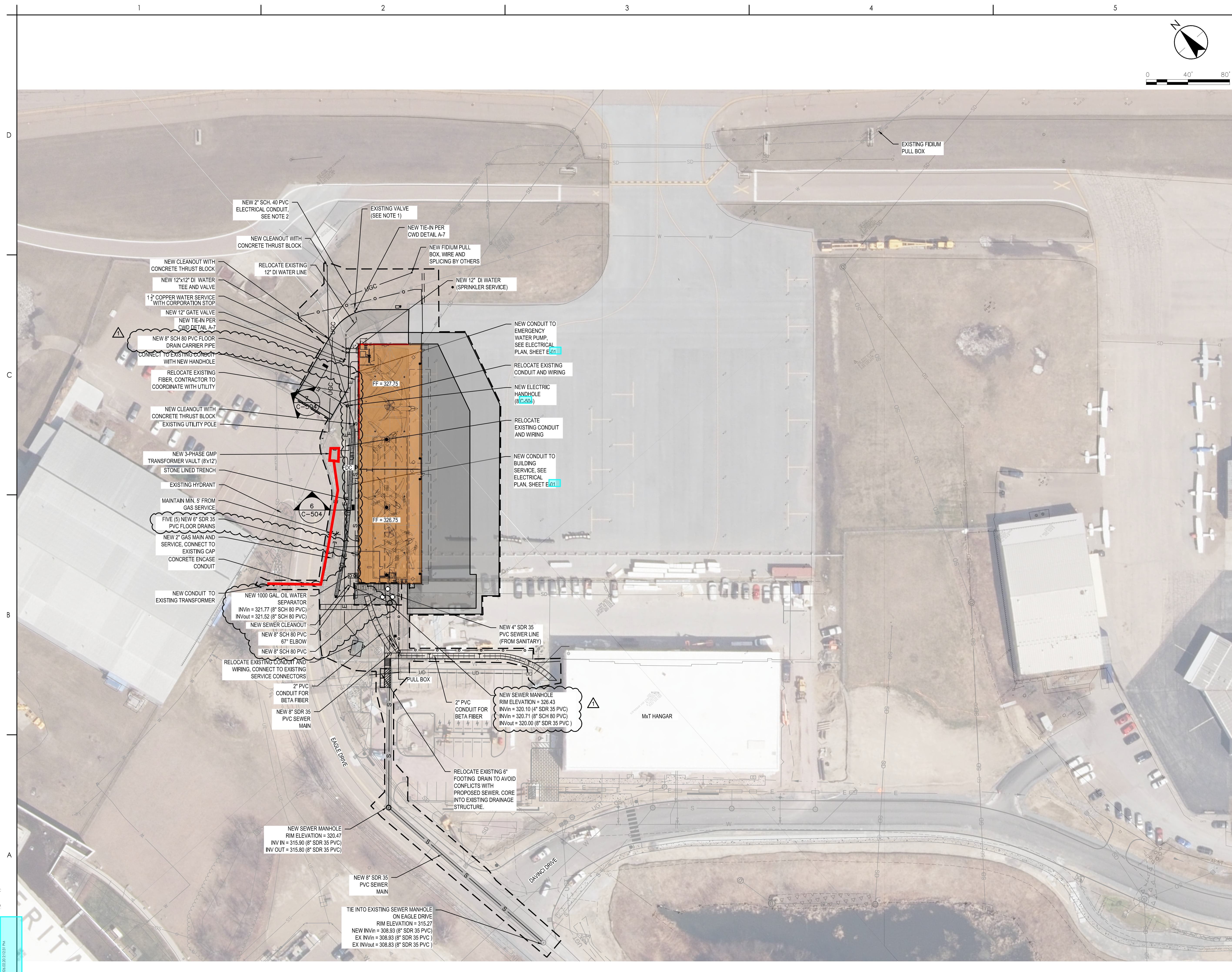


Client/Project

Title
UTILITY PLAN

Project No. Scale

Revision Sheet 8 of Drawing No. **C-104**



C:\Users\jgagnier\Documents\Projects\C_104 Utility Plan
 2026.02.20 11:23:37 PM
 ORIGINAL SHEET - ARCHD

TO: Airport Commission, City of Burlington
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: June 3, 2026
June 15, 2026
June 15, 2026

SUBJECT: Request for approval to sign a utility easement with Green Mountain Power

Request

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks approval to sign a utility easement with Green Mountain Power (GMP)

Background Information

In October 2025, the Airport Commission, Board of Finance, and City Council approved the execution of a ground lease with BETA Technologies for hangar to be constructed on the available Area 5 plot of the Airport. Green Mountain Power is requesting an easement in the area identified in the attachments for this electrical infrastructure necessary for this building.

Benefits Anticipated:

This easement comes at no cost to the Airport. As the lessor, the easement must be acquired by the Airport for the tenant’s construction of the building to proceed. This easement allows further long term benefits to the Airport as a whole by creating electrical infrastructure in this area, and providing GMP access to it for the maintenance of the electrical work.

PROPOSED MOTIONS:

Airport Commission

1. To approve the memo as presented

Board of Finance:

1. “To approve and recommend that the City Council authorize a Utility Easement with Green Mountain Power for the identified Easement Area on Eagle Drive in South Burlington, Vermont, subject to final review and approval by the City’s Attorney.”

City Council

1. “To authorize the Director of Aviation to sign a Utility Easement with Green Mountain Power for the identified Easement Area on Eagle Drive in South Burlington, Vermont, subject to final review and approval by the City’s Attorney.”



PATRICK LEAHY
BURLINGTON
INTERNATIONAL AIRPORT

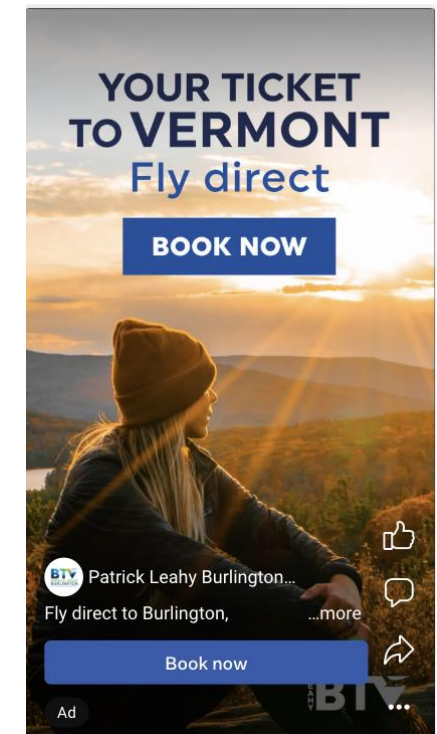
Marketing Campaign
Performance



Targeted Marketing Campaigns

Driving Leahy BTV Awareness and Ticket Sales for Airline Partners

- Leahy BTV and their marketing partner, Hagan have worked together to developed and managed awareness and consideration campaigns targeting key markets over the past year. Both in terms of geography and consumers.
- The overarching campaign objective has been to increase awareness of nonstop flights to BTV, drive consideration, and ticket sales.
- Campaigns have run on multi-platforms with results beating industry benchmarks by x5 better. Paid ads have also resulted in over \$2.7M in airline ticket sales directly attributed to our campaigns.



Influencer Examples



thrivinginraleigh and 2 others
Paid partnership
Original audio

thrivinginraleigh Edited • 1w
Perfect girls weekend in Burlington, Vermont with @helloworldburlington 🥰🍷🍷🍷

Day 1:
✈️ 2-hour nonstop flight from @flyrdu to @leahybtv on @breezeairways
🏠 Checked into @hotelchamplainvt
🍷 Brunch at @theskinnypancake
🛍️ Found our new favorite local shop @goldenhourgiftco
🍷 Strawberry Jam Sour at @foambrewers
🍴 Dinner at @frankiesvt

Day 2:
☀️ Breakfast at @augustfirstvt
🗺️ Exploring downtown + stopping by

489 ❤️ 57 💬 13 🔄 📌

Liked by hagan.marketing and 488 others

May 15

Add a comment...



mpeacockmedia and 4 others
Lord Huron • Ends of the Earth

mpeacockmedia Edited • 31w
🌟 Fall in Vermont starts with a nonstop flight from Charleston to Burlington on Breeze Airways. ✈️ It's one of the easiest ways to experience peak foliage in New England with no long layovers and no stress, just direct access to all the autumn color you've been dreaming about.

Use Burlington as your home base to explore everything that makes Vermont one of the top fall destinations in the country. From scenic drives along Highway 100 to mountain towns like Stowe, Waterbury, and the Northern Kingdom, you're surrounded by maple-covered hills, crisp air, and small towns that feel straight out of a movie.

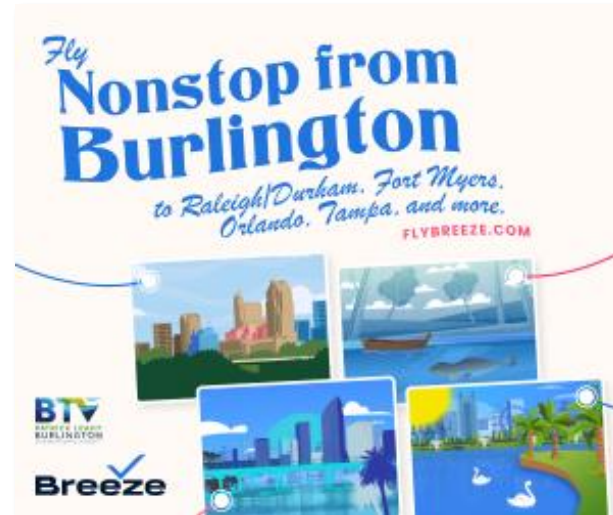
912 ❤️ 6 💬 10 🔄 📌

Liked by hagan.marketing and 911 others

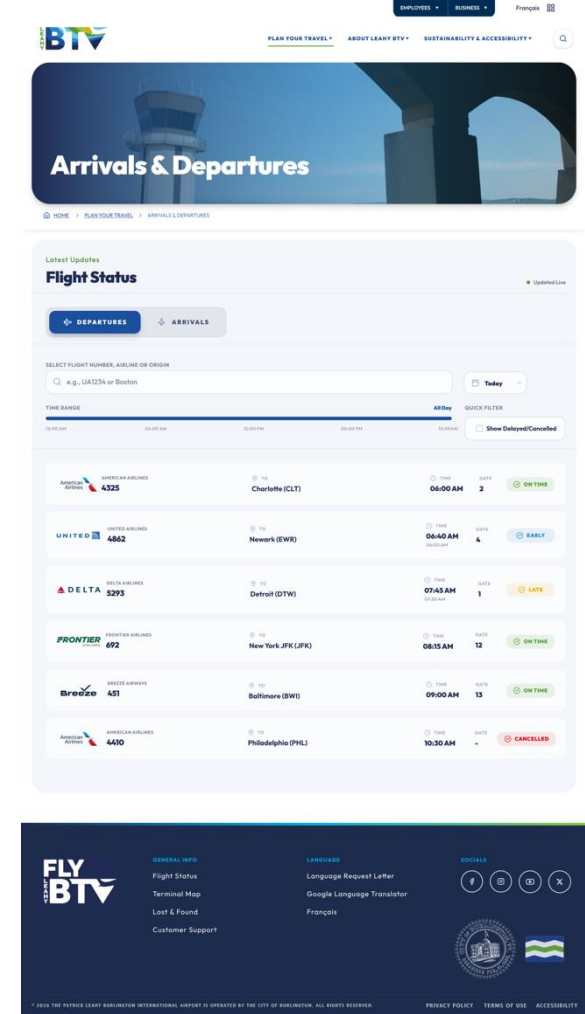
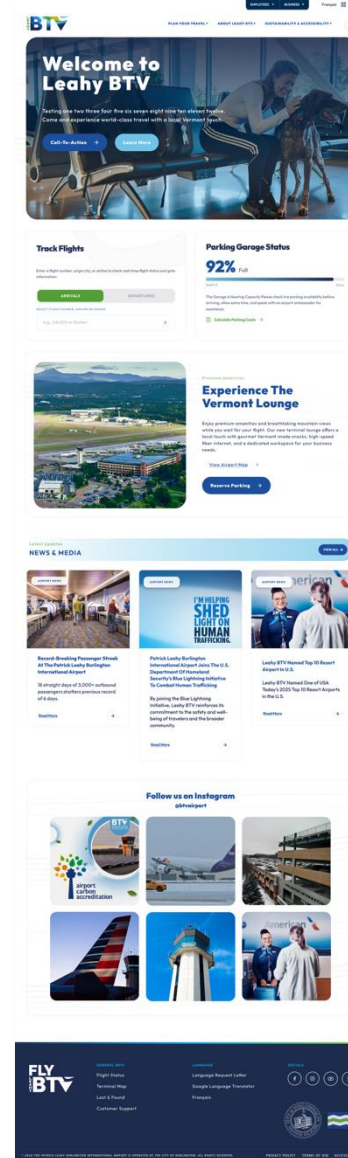
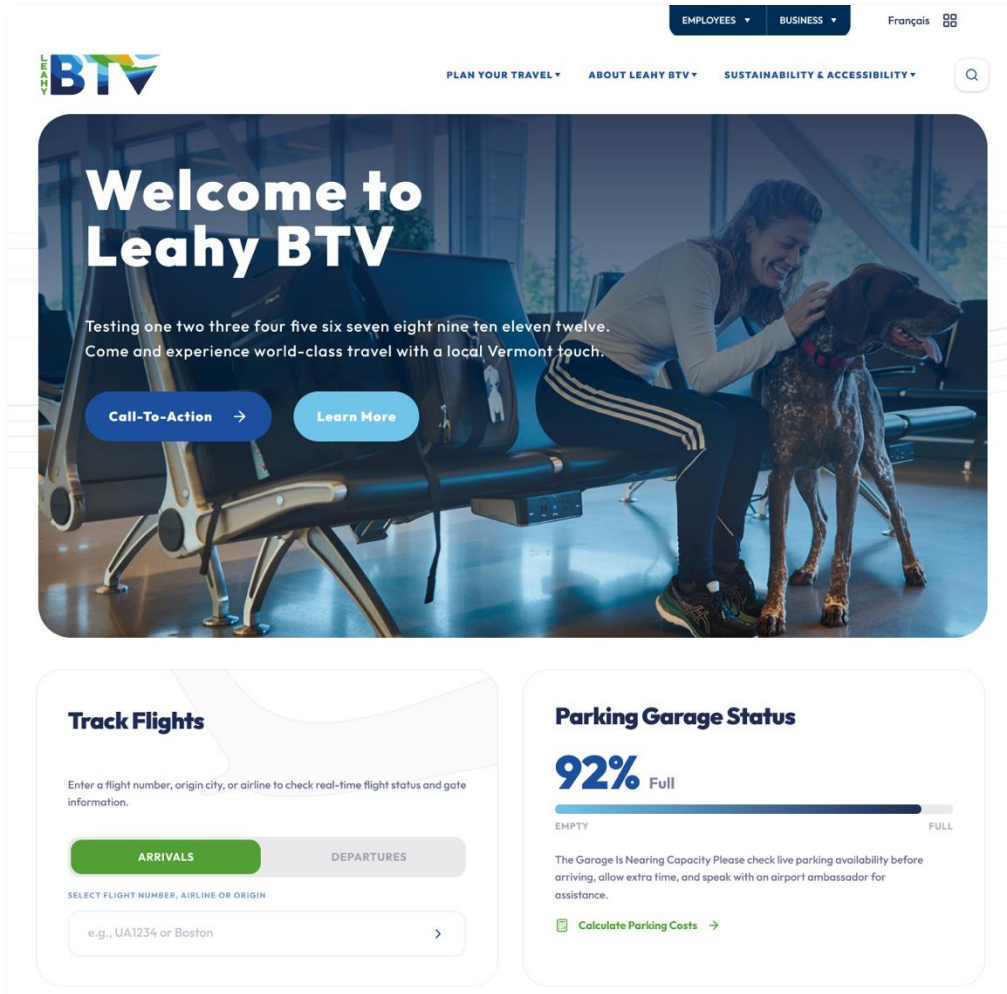
October 18, 2025

Add a comment...

Creative Examples

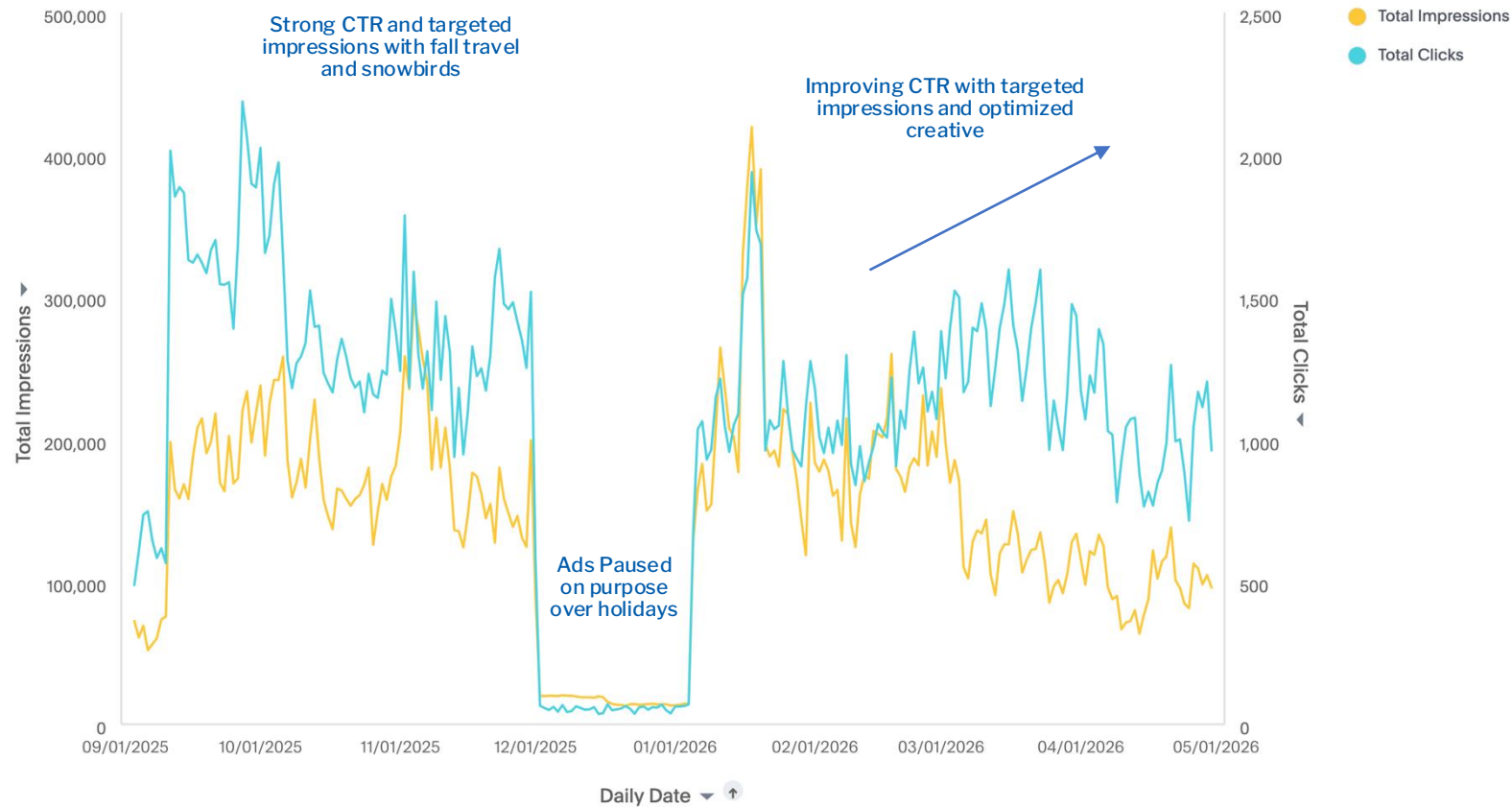


New Website Coming Soon



Ad Performance Trends

Daily Impressions and Clicks



To: Airport Commission

From: Larry Lackey, Director of Planning, Engineering and Environmental Compliance

Date: **June 3, 2026**

Subject: Airport Commission Construction Update

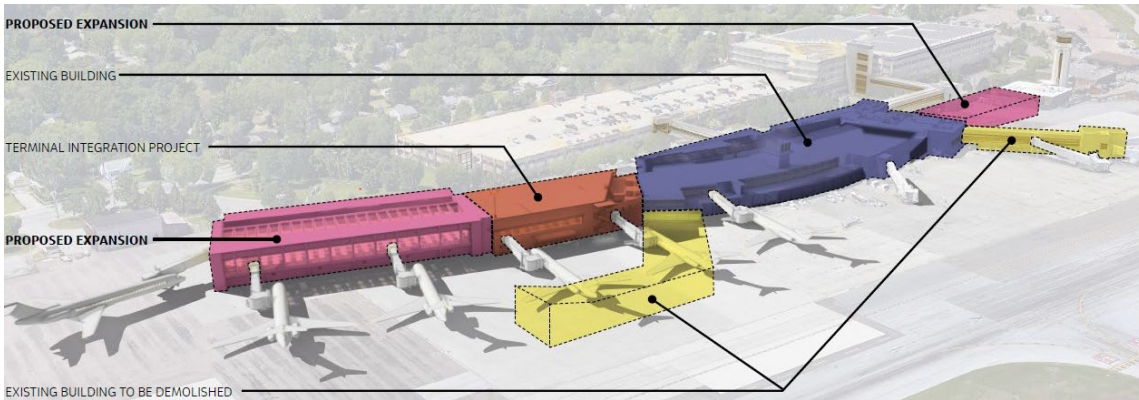
1. **Environmental Assessment (est. \$.25M).** The purpose of this project is to evaluate environmental impacts related to the mitigation of obstructions with in the aircraft approach surfaces to the runways. This is in follow up to the recently completed Master Plan, which includes obstruction identification and environmental review. Completed, working on close out documents.
2. **South Terminal Replacement Project (\$73M).** The purpose of this project is for overall terminal efficiencies and a better passenger experience. Due to increased aircraft seating existing passenger hold areas are overcrowded during peak times as identified in the recent Master Plan Update. Recently the opportunity had risen through the Airport Terminal Improvement Program (ATP) from the Bipartisan Infrastructure Law. We have submitted our request for full build out of this project, including: Demolition of the existing South Concourse; new Terminal improvements (approximately 45,000 SF of new gross floor area on 2 levels); five (5) new aircraft gates; up to four (4) new passenger boarding bridges (PBB), new passenger circulation and hold rooms; future concessions space; and apron construction within demolished South Concourse footprint. The South Terminal Replacement Project will be approximately 160' farther from Taxiway A as the existing South Concourse. We were not selected this past year and have reapplied for FFY23 design only. We have moved forward with schematics and preliminary cost estimates for existing potential funding source applications. ATP application for funding was submitted in January.
3. **Cargo Apron Construction Project (\$4.7M).** The purpose of this project is to provide additional space for other potential cargo carry operations. Have submitted 7460-1 (Air Space Review) to FAA for this project. The scoping of the he project, design only has been completed with the FAA. The IFE process for completion before a FAA Grant Application in April has been completed. Grant Application was submitted on April 3, 2023. Grant has been issued, moving to finalize contract. The contract has been issued to Hoyle, Tanner and Associates with the design to start. It has been determined that this project will require additional FAA technical operations review prior to proceeding. The FAA updated review has been issued as favorable, and the project design is moving forward. The Project design is complete. Working on permit applications. **We received 2 bids. We applied for a grant on April 15, 2026 for construction. We received the Grant from the FAA. We potentially will move construction forward this calendar year.**

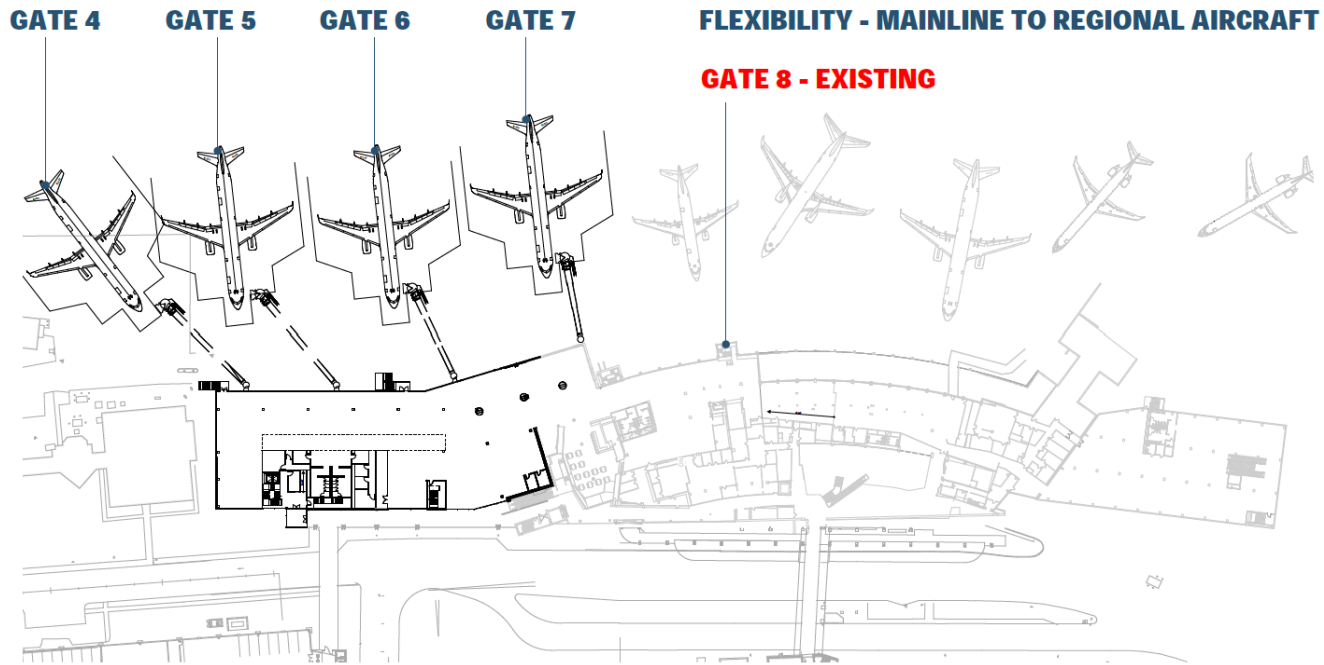
4. **SRE Building Construction (\$29M)**. The purpose of this project is to replace the existing out dated facilities, which does not meet the storage needs of the required equipment to maintain the airfield. A contract for study is being completed with programing and scoping moving forward. The scoping session with the FAA has been completed. The final scope is complete with the IFE process was completed. The Grant Application was submitted to the FAA. Contract has been signed with Passero Associates to design and bid this project. Site investigations were completed in November. The site plan is developed with the building design at 30%. We have had page turn of the draft plans. Applications for permits are being moved forward. A pre –Application meeting was held with South Burlington Planning and Development Staff in preparation for an upcoming DRB hearing. Permit Applications are being prepared. We presented to the South Burlington DRB on June 3rd. The hearing was not closed. There were items that needed follow up. We have followed up on these items and are scheduled back with the DRB on July 1, 2025. The SB DRB process has been completed. Permits have been issued. Bids for construction were received on January 9, 2026. We had 3 bidders. The low bid was provided by Engleberth Construction. We are moving this forward. **The team is working to finalize the funding for this project. We are looking to start construction this calendar year.**
5. **FAA CIP for FY27 and next 5 years.** **We have been asked by this FAA to set a date with them to review this.**
6. **BETA – Development**
Communication and coordination with Beta on the first phase of the Electric Aircraft Assemble Facility and Valley West Hangar for all aspects of permitting, environmental, engineering, utilities and attendance at public hearing and construction meetings. The first Phase is complete. We are coordinating with Beta on all aspects of their new development. Currently the child care center, manufacturing B build permitting in moving forward with the Alia Hangar under construction.
7. **South Apron and TW G Ext. Development (\$6.6)**. The purpose of this project is to provide much needed additional general aviation apron area on the airfield. Completed, working on closeout documents.
8. **Glycol System Upgrade (est. \$3.5M)**. The purpose of this project is to improve the glycol system (De-icing). We have had additional follow up discussions with the FAA and it appears this is eligible for funding and is being added back into our FAA CIP. We have received and reviewed the site evaluation and process review scope. We brought this for Airport Commission approval last month subsequently, it was approved by City Council. Study is moving forward. We visited the Syracuse Airport to evaluate and understand the technology they were using to compare to our Portland Jetport visit. The Draft study has been issued and is under review by the airport team. A review session with Stantec was completed. We had a joint meeting last week with our consultant and our FBO Heritage Flight to get their input. The final report is completed. A 7460 – 1 (Siting review) has been submitted for the siting of the first site location for review. This has been determined to be our priority project with the most recent FAA CIP review. We are working on our CIP with the FAA, to see when this can be funded. Then we can start scoping the project with the FAA. Awaiting siting review response from FAA.

9. **North Terminal Improvement Project (\$2.2M).** The purpose of this project is for overall terminal efficiencies and a better passenger experience due to the completion of the TIP the north terminal will be upgraded to provide more capacity for passengers and concessions. This includes the removal of the existing north TSA station along with the removal of the existing escalators. This project is under design and funding is anticipated from the recent approval of the Infrastructure Law. Received Bids with the selected bidder being Engelberth Construction, Inc. Preparing and submitting Grant Application. This will become a FFY23 Project. We have received the Grant from the FAA. Construction is nearing completion, and should be complete by September 15th. There was a delay related to the glass for the new restaurant area. Construction is complete with final inspection with the FAA completed on 10/30/23. Project closeout in process. We have applied for an additional grant to add additional egress lanes in both the North and South Terminal locations. A grant application was submitted April 26th to the FAA. Received BOF approval to accept the Grant on June 17, 2024, City Council to vote on June 25, 2024. Grant has been issued for the two new egress lanes. A review of the issued funding is being reviewed by the airport on how much money can actually be used from the grant for this project. This determination is close to being resolved. Due to FAA rules this grant is being sent back because it does not support the full extent of this project.
10. **PROJECT NEXT: North Terminal Replacement Project and New PBB's (\$69M).** The purpose of this project is for overall terminal efficiencies and a better passenger experience. Due to increased aircraft seating existing passenger hold areas are overcrowded during peak times as identified in the recent Master Plan Update. Recently the opportunity had risen from Senator Leahy's office through Congressional Directed Spending. We have submitted our request for full build out of this project Phase III Terminal Improvement Project, including: Demolition of the existing North Concourse; new Terminal Improvement (approximately 25,000 SF of new gross floor area on 2 levels); five (5) new aircraft gates; six (6) new passenger boarding bridges (PBB), new passenger circulation and hold rooms; future concessions space; and apron construction within demolished North Concourse footprint. Contract for 30% design has been issued to Jacobs Engineering Group. Geo-technical site work has been completed. Data collection and design currently on going. We submitted to the FAA for a Construction Manager at Risk (CMAR) RFQ/P construction development process. We received approval from the FAA on this procurement process. The RFQ/P for CMAR has been advertised with a pre-bid meeting and site visit by prospective contractors completed. CMAR Proposals received reviewed and scored. Also, held interviews with the top 3 contractors. This has been scored and we can let you know the selected contractor at the AC meeting. As reported the CMAR selected is Engelberth Construction Company. The contract with our design engineer, Jacobs Engineering Group, is completing the 80% design to move to pricing. We received City Council approval to accept the Grant on March 25 for this project, as brought for your approval during our last meeting. Our CMAR is in the process of receiving bids for the final price for this project. The FAA asked us to submit a draft grant application for administrative review prior to final construction pricing to help us expedite the grant issuance, with them once final pricing is in. The Draft Application was completed and submitted on March 27. The FAA grant application was submitted on May 23. Received BOF approval to accept the Grant on June 17, 2024, City Council to vote on June 25, 2024. We received the Grants for this project. The work has started and is ongoing the project. We submitted the NeXT Grant Application -

3 with Contractor Change Orders to support the new passenger boarding bridges and the second floor renovations, on April 28, 2025. This grant was recently received. The jet bridges have been ordered and the bases are being set. We are working on the final grant application for items that will wrap this project up. This includes but is not limited to the balance of the second floor renovation, additional apron and heating and cooling systems. **We have received the final grant for this project. Anticipated completion of entire project is in the August to September time frame this calendar year.**

Conceptual Renderings – North and South Terminal (concourse) Improvements





- 11. **RW 15 – 33 Improvements – Mill and Overlay (15M).** The project is complete, with a few minor punch list items to be completed. Final inspection was completed with the FAA present. We are moving this project to close out.
- 12. **Airfield Pavement Plan Update (\$.25M).** The purpose of this project is to update the outdated pavement condition report done in 2017. All surfaces will be evaluated so we can plan on future improvement for the safety of the aircraft users. Scoping has been completed with the FAA. We have completed the IFE. A Grant Application was submitted on April 3, 2023. Investigations have started, and the grant has been issued. Moving to finalize contract. The Contract has been issued to HTA with the investigations being completed. The report has been finalized. We will move to closure with this project.
- 13. **TW C/G Rehabilitation (\$4.6M).** The purpose of this project is to improve the pavement condition of the airport’s taxiway C and intersection at taxiway G. Bids were received on April 24, 2025. We received 2 bids. Pike Industries was the lowest most responsive bidder. The FAA Grant Application was submitted on April 28, 2025. Construction will begin in the spring of 2026. This grant was recently received. A NOA has been given to the contractor with contract being completed. Contracts have been issued with the Contractor with construction starting in the spring. **Construction is in progress.**
- 14. **Obstruction Removal (\$0.5M).** The purpose of this project is to remove potential obstructions with in the aircraft approach surfaces to runways 15 and 33. Environmental Assessment is almost complete with the scoping session with the FAA to be scheduled. FAA Grant Application is pushed back to May 1, 2026. This is due to a review of our existing easement and a determination if others may be

required Construction will begin as soon after grant is issued as possible taking into environmental conditions. **We completed the scoping session with the FAA on the easement and obstruction removal support services. We have submitted the scope to the FAA for review.**

- 15. Runway 33 Threshold Bar Improvement Project (\$.25M).** The purpose of this project is to remove the damaged navigational aid, replace the lights and rings, and place a quick dry durable concrete for a longer term fix. This project has been completed and the FAA flight check completed. Closeout will be completed with the RW 15-33 Project.

- 16. VTANG Arrester Cable Drainage (Stormwater) Project (\$1.5M).** This project involves repairing and modifying the existing Aircraft Arresting Systems (AAS), which are safety mechanisms designed to rapidly decelerate aircraft during landings or takeoffs by catching the aircraft with cables or barriers. The improvements will include upgrading the drainage system by adding infiltration galleries and connecting it to the existing stormwater system, ensuring continued compliance with state and federal stormwater regulations. Enhancements include upgrading the sump pump capabilities to establish redundant drainage functions in each barrier pit, updating the control system for flood-level monitoring, and relocating the Arresting Gear Markers. The AAS at Leahy BTV are the only functioning systems for this installation and are critical to operations. This project is being completed concurrently with the Runway 15 – 33 Rehabilitation Project. The project was bid. Engineers Construction, Inc. (ECI) was selected to complete this work. We have a signed contract from ECI and have received final documents from VTANG. The contract has been executed by the Airport. The project is complete, with a few minor punch list items to be completed. Final inspection was completed with VTANG present. We are moving this project to close out.

Patrick Leahy Burlington International Airport Board of Commissioners Residential Sound Insulation Program Update Report

June 6, 2026

ADDITIONAL INFORMATION IS UPLOADED TO WWW.BTVSOUND.COM

BACKGROUND:

Residential Sound Insulation Programs:

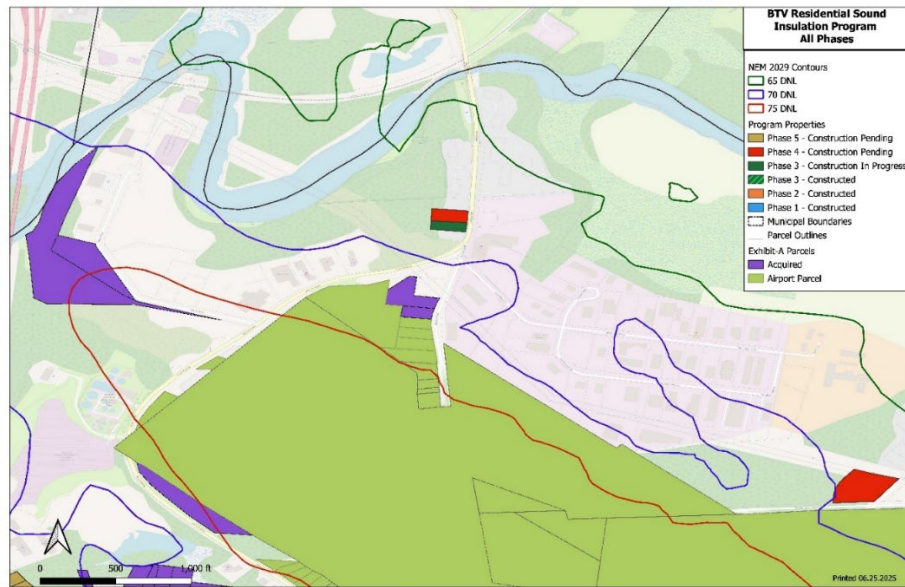
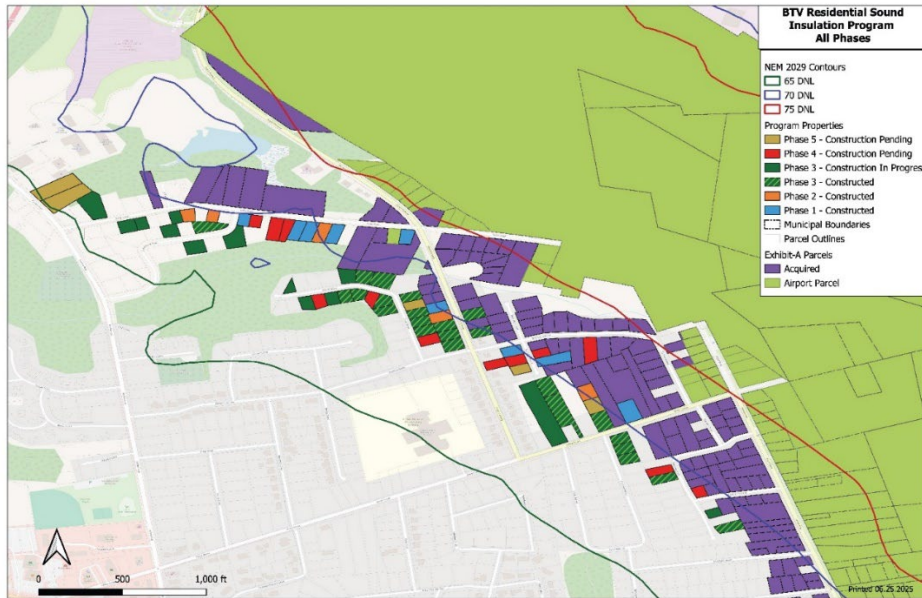
The purpose of the project is to convert a sample of incompatible residential units to a compatible land use by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior living areas. Upgrades may include replacement of windows and doors with acoustically 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.

PHASES OF THE RESIDENTIAL SOUND INSULATION PROGRAM (RSIP)

1. **Residential Sound Insulation Project - Phase 2 (\$2.20M)** The purpose of the project was to convert 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 as defined in the Phase 1 project and the Noise Compatibility Program. The Airport continued implementation of its Residential Sound Insulation Program (RSIP). This grant included: community outreach, historic review, design and bidding of 52 homes, noise reduction of 6 homes which construction improvements were substantially completed and close out is ongoing with the contractor. Properties were located within the 70+ DNL FAA accepted 2023 noise contours. The installation of noise reduction materials for the 5 properties was completed. Materials were purchased for the 6th property however the homeowner left the

area. It will be completed with the next phase of homes. The close out is completed with the contractor. Moving to closure.

2. **Residential Sound Insulation Project - Phase 3 (\$6.2M).** The Airport is continued implementation of its Residential Sound Insulation Program (RSIP) as described in more detail above. This grant was issued and includes: the construction improvements of the 52 Homes designed and bid in Phase 2, in addition it provides for community outreach, historic review, design and bidding of the next approximately 50 homes for improvements. The schedule for installing the noise insulating improvements for the 52 homes started in 2024. The Construction Improvements has started on this phase of homes and will continue through September 2025. Punch list items were completed in January 2026. Moving to Closure.
3. **Residential Sound Insulation Project - Phase 4 (\$3.9M EST.)**. The Airport is proposing to continue implementation of its Residential Sound Insulation Program (RSIP) as described in more detail above. We are currently reviewing the status of the programing and will be able to detail this in our next month's airport commission meeting. The initial grant for 16 of the 50 homes for construction improvements was submitted grant was received from the FAA. Also in the grant was the funding for the next 50 homes. As discussed we are completing the required new acoustical testing for the balance of the 50 homes so we can do a follow grant application on those homes. (See update above) The Buy American process moving forward but awaiting grant for the 16 homes. We received the grant for this phase however; the amount (\$) was slightly less than what the application was. Based on instructions from the FAA we will leave the scope intact for this project and just amend the grant during closure. The Contact with Strong Tower to start construction improvements has been signed. The Construction Improvements has started on this phase of homes and will continue through December 2025. Punch list items were completed in January. Moving to Closure.
4. **Residential Sound Insulation Project - Phase 5 (\$2.4M EST.)**. The Airport is proposing to continue implementation of its Residential Sound Insulation Program (RSIP) as described in the first paragraph in this report. It includes the construction improvements of 6 units that remain in the above 70 DNL contour. Also, due to the change in the FAA acoustical requirement additional funding is being requested for homes in outreach from Phase 4. We submitted a grant application to the FAA on April 28, 2025 for this phase. The grant was just recently issued. Contract documents and submittals are in progress. The Pre-Construction meeting held with the FAA. **Construction has started.**



- Noise Exposure Map Updates (NEM) (est. \$.85M).** The purpose of the Federal Aviation Administration (FAA) grant is to prepare a 14 C.F.R Part 150 Noise Exposure Map (NEM) update for Patrick Leahy Burlington International Airport (Leahy BTV). The NEM Update replaced the maps which were accepted by the FAA in 2019. Under the Federal requirements, the previous NEM Update indicated an update would be completed once the F-35A aircraft have been operational for one year. This project is complete and we are moving it to closure.

6. **Residential Sound Insulation Project “Construction” – OLDCC (DOD) (\$8.1M EST.).** We received this grant funding. Communication is ongoing with the OLDCC office. Design has been completed for the first round of bids that include homeowner participation agreements in place, for the first 39 units. We received bids for these on April 14, 2026. Strong Tower Construction was the lowest responsive bid. We are asking for authorization to move this contract and the construction oversight services under the action items in this meeting. With the remaining funding we are planning the second round of bids later this year.

7. **Residential Sound Insulation Project - Phase 6 (\$2.5M).** The Airport is proposing to continue implementation of its Residential Sound Insulation Program (RSIP) as described in the first paragraph in this report. This phase will include the outreach, design and preparation for a full construction grant application in the next round. We completed scoping with the FAA on March 19, 2026 on this project. We are moving forward with the scope and independent fee estimates with our consultants. The grant application was submitted on April; 15, 2026 for this project. At the time of this submittal we are still waiting on receipt of the grant.

To: Airport Commissioners
From: Marie Friedman, CPA, Director of Finance
Date: May 26, 2026
Re: Financial Highlights Report for June 3rd, 2026 meeting

- This month's financial package includes the April P&L, Revenue Recovery Metrics and the Banking Balance report.
- BTV renewed the Grant Anticipation Note (GAN) in early July. During May a second drawdown in the amount of \$1,961,313 occurred for AIP-153 (NeXT grant 1). This brings the total borrowing under the GAN to \$2,333,313. The Airport has \$7,666,687 million still available to draw on if needed. Interest rates are adjusted monthly. Interest paid on the GAN is eligible for reimbursement under a future PFC application.
- The Airport presented PFC Application #10 to the Airlines on May 15th. This application is expected to be submitted to the FAA the end of June, with approval received in July. This will include the buildout of the SRE Building anticipated financing as well as local share match on upcoming AIP grants.
- Year-to-date (YTD) Revenues through April were \$23.2 Million. Operating revenues are higher than the prior year, primarily due to the increases realized in parking garage revenues and terminal concession revenues. The parking garage revenues are higher (due to increasing the daily rate), terminal concessions are higher as well. Landing fees are lower than the prior year. Starting in February 2026, incentives for Breeze begin to expire, and they will begin paying landing fees on some of their routes. Please refer to the P&L for more detail. The Airport Revenue recovery schedule is included as well. All metrics are recovering as expected. This shows five revenue sources and how they performed over time. The data points represent a trailing twelve month for each month.
- Expenses thru April were \$16.5 Million. This is a 2.6% increase over prior year, however, there are significant encumbrances on large projects shown as well. Please refer to the P&L for more detail.
- Cash update: As of April 30, 2026, BTV had \$911,527 in the Airport International account and did not owe the City any money.



Budget Performance Report

Fiscal Year to Date 4/30/2026

Account	Account Description	Amended Budget	YTD Encumbrances	FY 2026 YTD Transactions	Remaining Balance	% Used/ Received	FY 2025 YTD Transactions
REVENUES							
4050	Parking Fines	35,000	-	7,275	27,725	21%	205
4247	Fees and Permits	110,000	-	128,193	(18,193)	117%	118,603
4267	Utility Reimbursement	151,000	-	139,625	11,375	92%	130,157
4268	Sale of Gasoline	700,000	-	590,000	110,000	84%	508,997
4295	Parking Fees	8,100,000	-	7,325,724	774,276	90%	6,503,955
4297	CFC's	2,200,000	-	1,824,996	375,004	83%	1,838,268
4345	Advertising Revenues	200,000	-	44,235	155,765	22%	88,050
4380	Third Party Gateway	1,000	-	375	626	+++	510
4385	Ticket Sales	20,000	-	-	20,000	0%	-
4390	Concessions	425,000	-	430,238	(5,238)	101%	369,279
4440	Taxi Fees	195,000	-	219,634	(24,634)	113%	195,125
4445	Terminal Rent - Exclusive	1,125,000	-	963,143	161,857	86%	878,011
4450	Terminal Rent - Commonuse	1,725,228	-	1,275,648	449,580	74%	1,381,128
4455	Terminal Concessions Airport	800,000	-	743,331	56,669	93%	665,463
4460	Rental Car Concessions	3,800,000	-	3,195,252	604,748	84%	3,095,202
4465	Rent Grounds	619,341	-	460,016	159,325	74%	476,873
4470	Rent Buildings	1,123,000	-	890,422	232,578	79%	918,536
4475	Landing Fees	2,300,000	-	1,847,688	452,312	80%	1,975,429
4480	PFC Revenue	2,800,000	-	2,333,534	466,466	83%	2,373,105
4505	Terminal Non Airline	670,000	-	563,055	106,945	84%	497,312
4535	Misc Rev	1,000	-	853	147	85%	12,985
4600	Fees For Services	6,500	-	8,905	(2,405)	137%	5,915
4961	Property Tax Reimbursement - Airport	215,365	-	211,508	3,857	98%	211,097
Total Revenues		\$ 27,322,434	\$ -	\$ 23,203,651	\$ 4,118,783	85%	\$ 22,244,206

EXPENDITURES

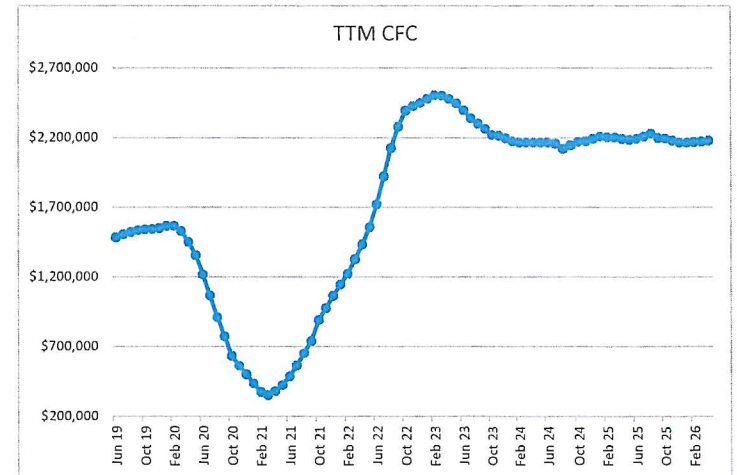
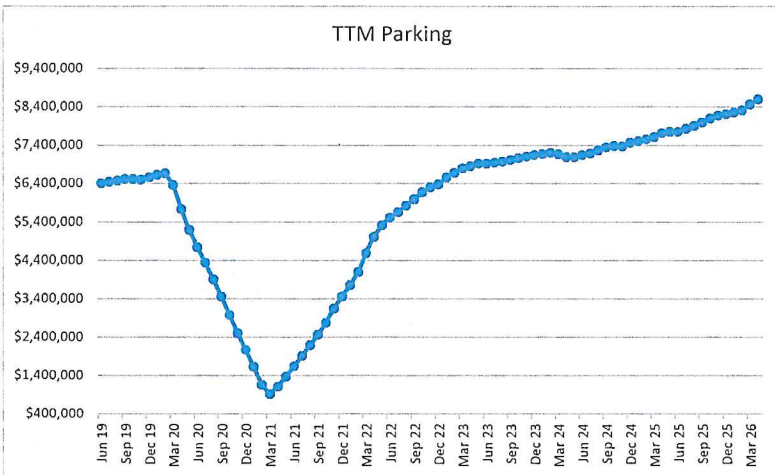
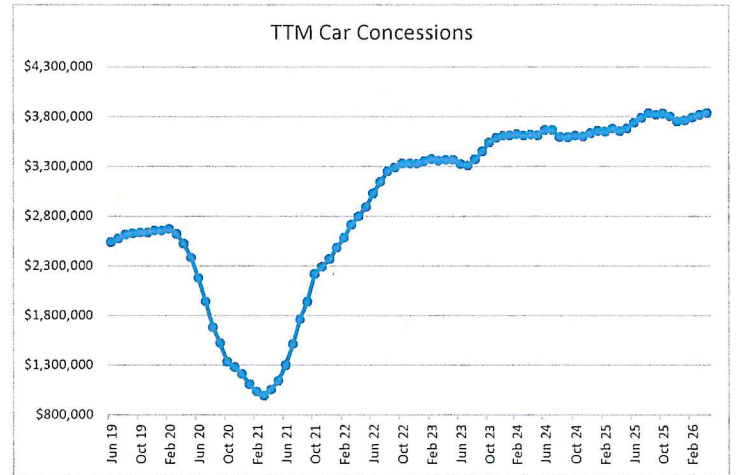
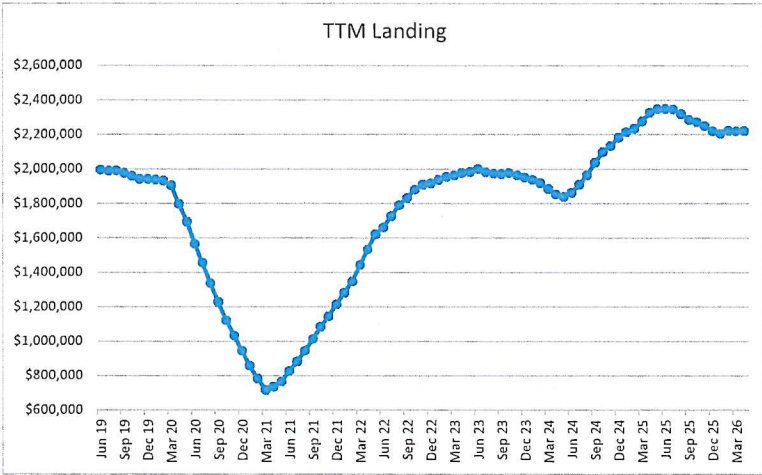
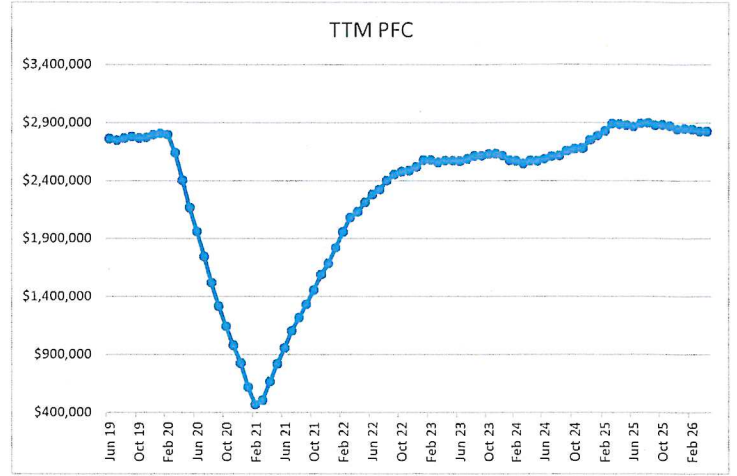
Account	Account Description	Amended Budget	YTD Encumbrances	FY 2026 YTD Transactions	Remaining Balance	% Used/ Received	FY 2025 YTD Transactions
5000	Salaries and Wages	4,306,266	-	3,206,610	1,099,656	74%	2,882,828
5100	Overtime	389,000	-	361,227	27,773	93%	315,889
5200	Other Personnel Services	520,888	-	388,292	132,596	75%	401,758
5400	Employee Benefits	1,923,196	-	1,558,285	364,911	81%	1,430,517
		<u>7,139,350</u>	<u>-</u>	<u>5,514,415</u>	<u>1,624,935</u>		<u>5,030,992</u>
6000	Office Supplies	4,400	-	2,838	1,562	65%	2,354
6005	Postage	200	-	238	(38)	119%	88
6007	Shipping and Moving	30,000	73	17,372	12,555	58%	24,274
6010	Computer Equipment	48,000	1,782	27,056	19,162	56%	23,472
6015	Computer Software	8,000	-	-	8,000	0%	-
6017	Computer Licensing and Maint.	288,405	975	253,618	33,812	88%	222,812
6020	Office Equipment	8,000	-	357	7,643	4%	550
6025	Furnishings	257,500	31,879	219,663	5,959	85%	34,452
6200	Medical Fees And Supplies	9,010	109	7,885	1,016	88%	2,111
6202	Printing/Copying/Paper Mgt	18,015	-	6,700	11,315	37%	10,175
6203	Dues/Subscriptions	219,100	-	196,448	22,652	90%	131,944
6206	Custodian Supplies	130,000	-	77,699	52,301	60%	80,807
6208	Special Supplies	86,000	976	58,380	26,644	68%	58,147
6210	Small Tools and Equipment	55,000	1,000	35,604	18,396	65%	24,655
6211	Specialized Equipment	76,871	-	49,319	27,552	64%	540
6212	Fuel	838,000	-	694,643	143,357	83%	600,892
6214	Clothing And Uniforms	48,000	-	3,766	44,234	8%	23,648
6215	Uniform Laundering	39,000	1,172	17,753	20,075	46%	15,113
6216	Oil & Grease & Antifreeze	16,496	200	9,304	6,993	56%	9,056
6222	Runway De-Ice	294,545	-	260,052	34,493	88%	55,168
6294	Donations	3,000	-	-	3,000	0%	5
6300	Repair & Maintenance	2,562,830	574,367	1,002,876	985,588	39%	2,068,359
6350	Legal Notice & Advertising	1,100	-	1,608	(508)	146%	810
6400	Utilities	1,923,525	-	1,573,048	350,477	82%	1,353,773
6500	Professional and Consultant Svs	1,902,601	158,000	1,223,260	521,341	64%	1,261,713
6530	Rentals	21,500	697	18,628	2,175	87%	4,675
6600	Maintenance Contracts	364,800	11,800	247,238	105,762	68%	176,224
6605	Radio Maintenance	51,900	868	42,025	9,007	81%	8,597
6610	Custodial Contracts	831,409	-	735,058	96,351	88%	678,350
6615	Property Repairs	316,595	173,995	117,095	25,505	37%	199,425
6625	Equipment Maintenance Repairs	264,500	146,738	187,590	(69,828)	71%	163,306
6700	Travel & Training	102,800	-	67,541	35,259	66%	76,886
6800	Fees for Services	24,785	-	15,730	9,055	63%	14,127
7200	Capital Leases	837,763	23,914	726,013	87,836	87%	491,393
7230	Insurance	416,773	-	338,569	78,204	81%	351,598
7303	Regulatory and Bank Fees	225,000	-	175,000	50,000	78%	186,340
7312	Real Estate Taxes	896,195	-	855,145	41,050	95%	852,668
7652	Discretionary Spending	55,000	-	18,805	36,195	34%	31,159
8015	Indirect Fees	557,778	-	464,815	92,963	83%	476,530
8017	Indirect Fees - City Attorney	34,004	-	28,337	5,667	83%	77,220
8135	Airport Security To Police	1,370,477	-	1,142,060	228,417	83%	1,228,340
8400	Special Events/Project	38,500	-	43,015	(4,515)	112%	2,679
	Total Expenditures	\$ 22,416,727	\$ 1,128,544	\$ 16,476,564	\$ 4,811,619	79%	\$ 16,055,426
	Net Operating Revenues			\$ 6,727,087			\$ 6,188,780

Net Operating Revenues (which are used to pay for Bond payments, Capital and FAA projects)

Recovery Metrics

	At Feb 2020	Minimum	Drop	Current	Recovery
Parking	\$6,670,572	\$911,595	-86%	\$8,598,043	129%
PFCs	\$2,797,591	\$467,680	-83%	\$2,826,200	101%
Car Concessions	\$2,673,896	\$994,488	-63%	\$3,837,281	144%
Landing Fees	\$1,933,993	\$291,209	-85%	\$2,222,136	115%
CFCs	\$1,568,752	\$352,036	-78%	\$2,178,648	139%

All figures are trailing twelve months



Burlington International Airport

Cash and Investments

April 30, 2026

Account	Account Description	4/30/2026
Unrestricted Bank Accounts		
1000_400	Bank Account Airport	911,527
1050_496	Cash Restricted AIP Deposit Keybank	9,347
Restricted Bank Accounts		
1050_420	Cash Restricted Escrows - Airport PFC TD Bank	4,877,149
1000_415	Bank Account - PFC Prepaid Cash Account	491,892
1000_420	Bank Account CFC	4,779,802
1050_416	Cash Restricted Revenue Bond DSR-Zion Trustee	3,548,363
1050_492	Cash Restricted Air Debt Service Fund - Interest	254,717
1050_401	Cash Restricted Air Debt Service Fund-Principal	1,599,097
1050_402	Cash Restricted Air Debt Service Fund-Sinking	977,227
1050_425	Cash Restricted Escrows - Airport - Op Maint Res	5,801,562
1050_430	Cash Restricted Airport Renewal and replacement - Zion	366,983
1050_495	Projects Operating Acct/Escrow GAN Keybank	279
Total Cash and Investments		23,617,945
1100_999	(Due To) / Due From Pooled Cash (timing)	-
Comparative Information on Primary Airport bank account		4/30/2026
1000_400	Bank Account Airport - Current Fiscal year	911,527
1000_400	Bank Account Airport - Prior Fiscal year - April 2025	4,665,377
1000_400	Bank Account Airport - Two prior years - April 2024	4,105,110



PATRICK LEAHY
BURLINGTON
INTERNATIONAL AIRPORT

**Patrick Leahy Burlington
International Airport**

June 3, 2026

**Airport Commission
Director's Report**

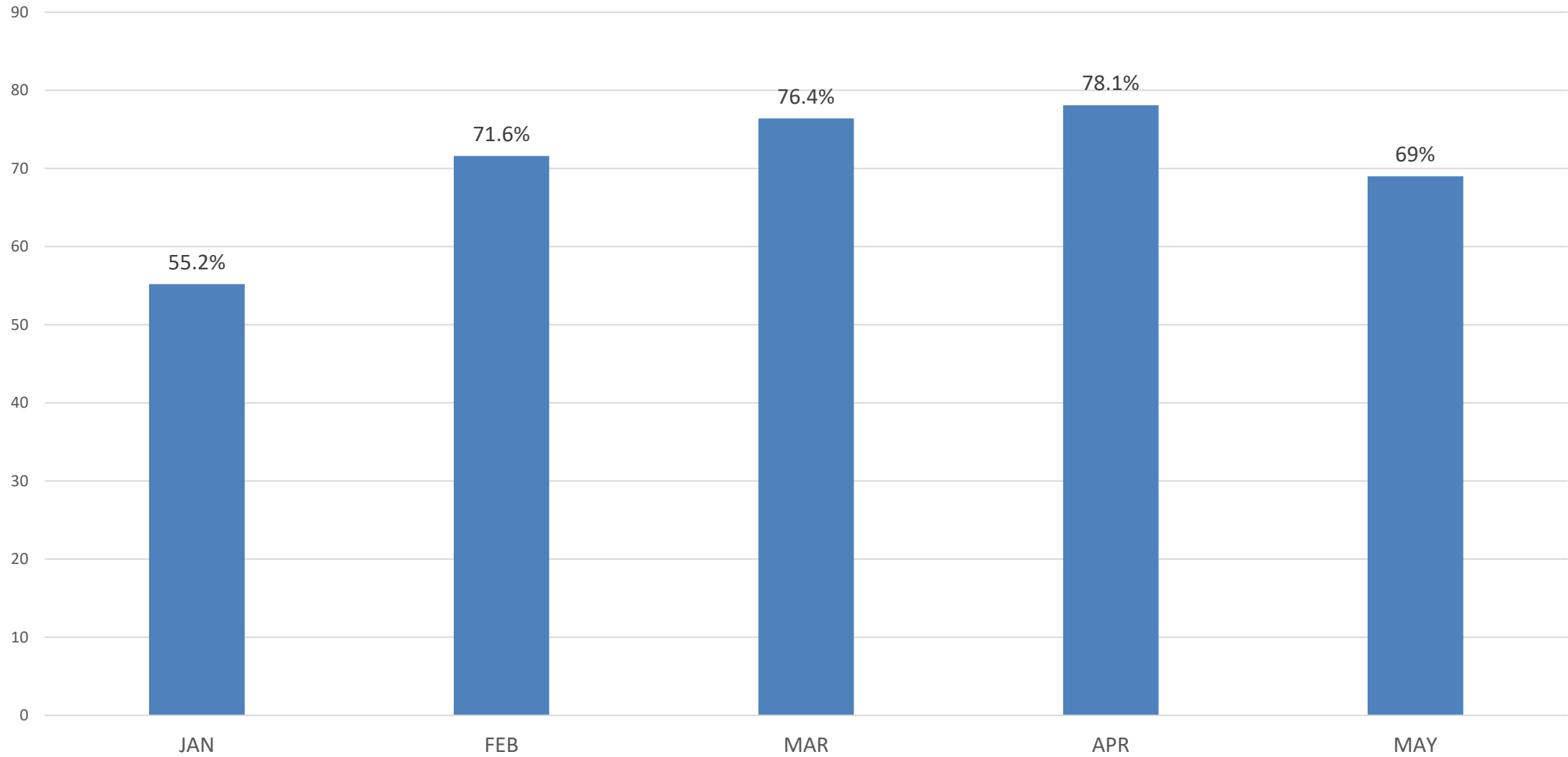




Green Up Day

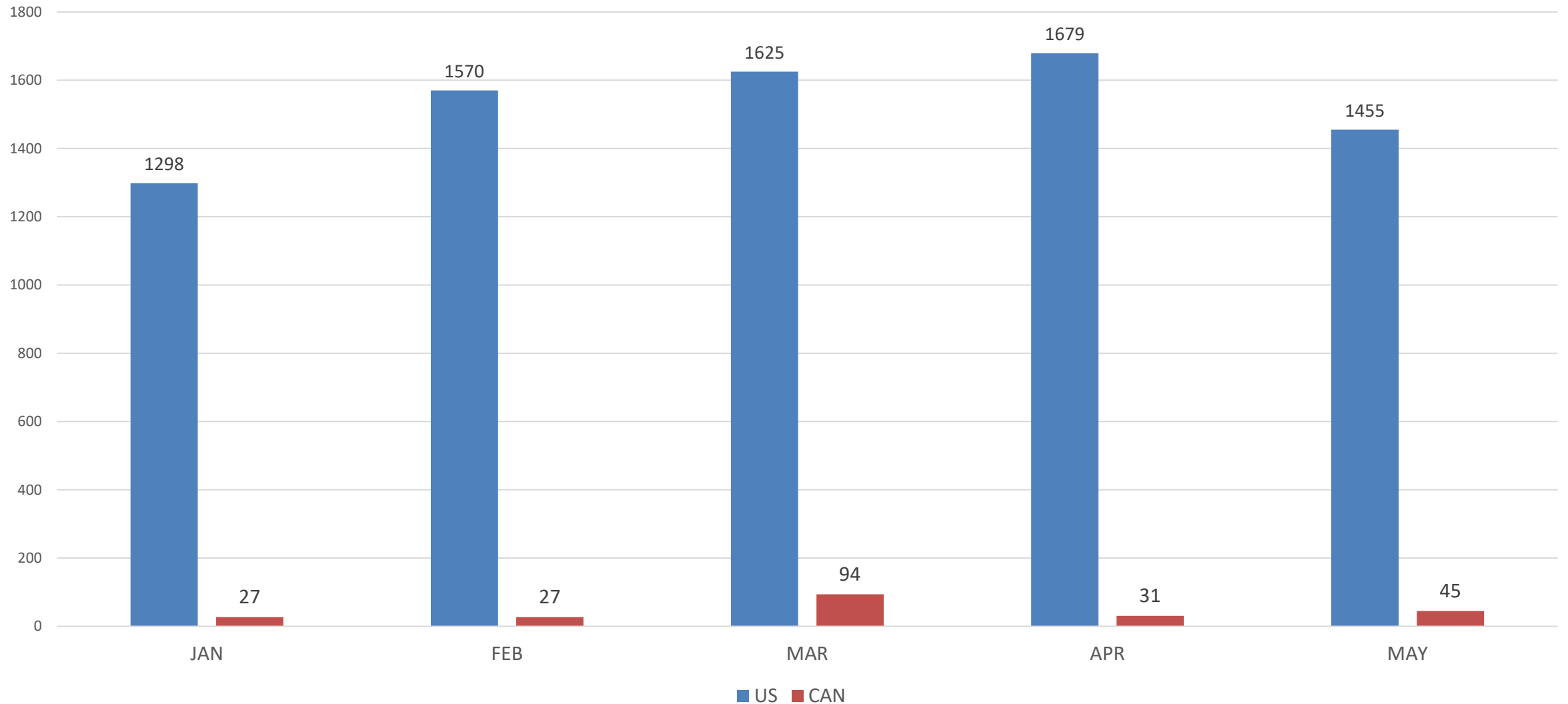


Filled Spaces in the Garage Per Day in 2026



Parking Garage Statistics

Average Daily Total License Plates by Country in 2026



Senate Transportation Committee Visit



United Airlines Inaugural Houston Flight

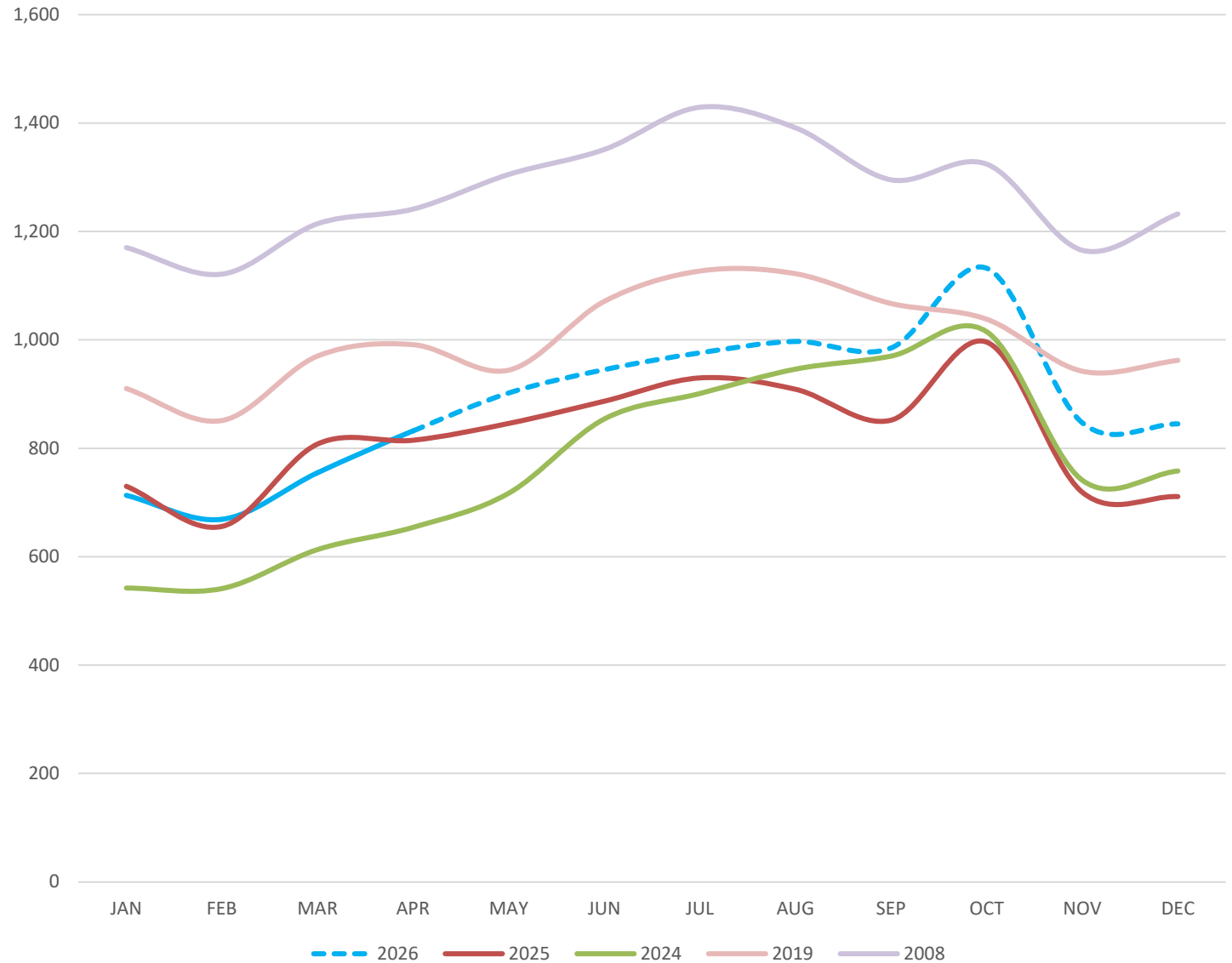


Photos by Ara Hagan

- Current Items
 - OLDCC Grant Received
 - Safety Tabletop with Local Partners
- Upcoming Items
 - Full Scale Exercise in September 2026
- Conferences:
 - Snow Symposium - April 24-30, 2026
 - Jumpstart Conference - June 2026
 - United Airlines Conference August 2026

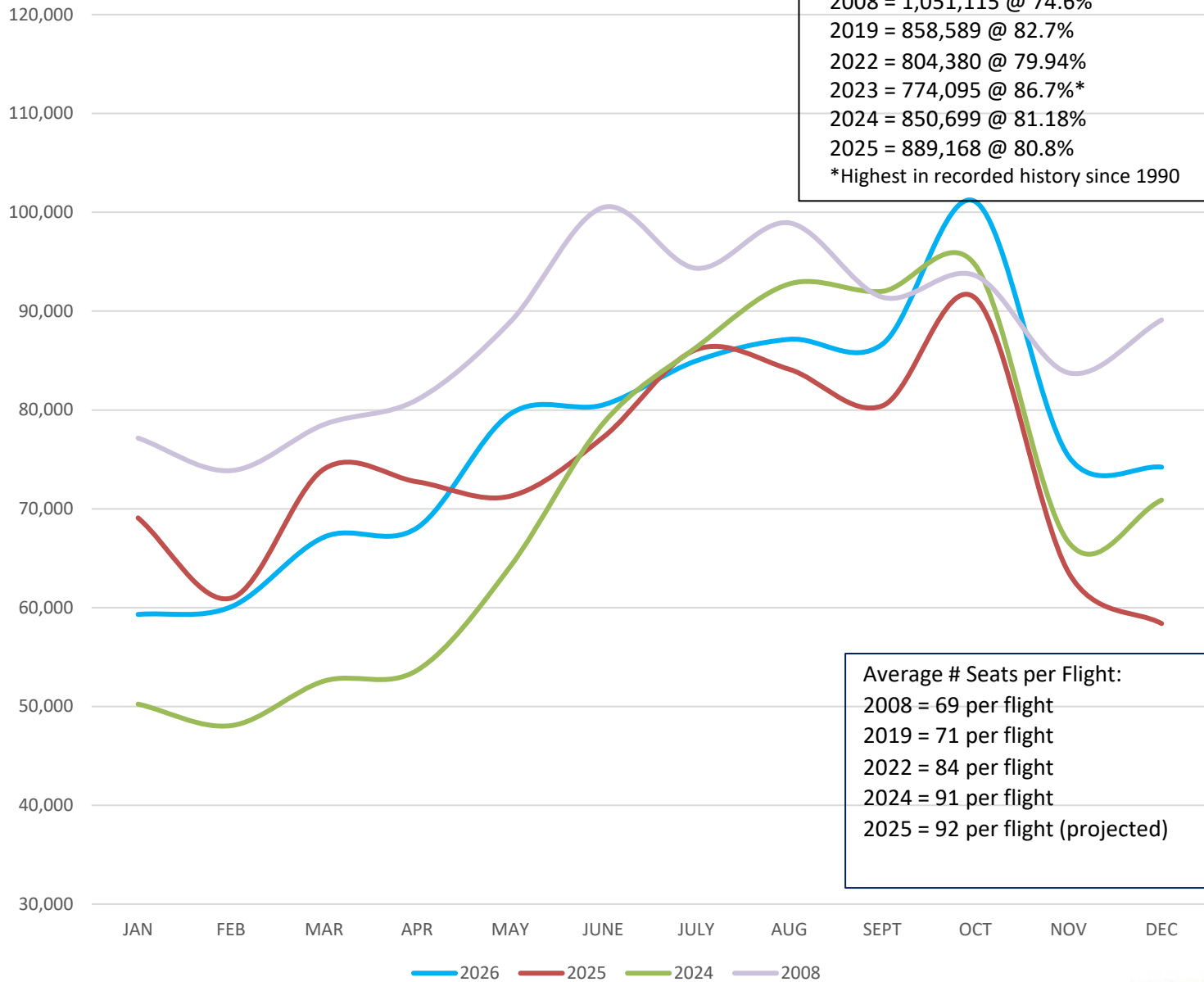
Scheduled Departures; Projections

	2026	2025	2024	2019	2008
JAN	713	730	542	910	1,170
FEB	669	656	541	851	1,121
MAR	755	808	613	970	1,214
APR	832	815	654	991	1,241
MAY	902	846	717	944	1,305
JUN	945	887	854	1,071	1,351
JUL	976	930	901	1,127	1,429
AUG	997	909	946	1,122	1,391
SEP	985	852	970	1,067	1,295
OCT	1,132	996	1,015	1,038	1,324
NOV	847	719	741	942	1,165
DEC	845	711	758	962	1,232
TOTAL	10,788	9,859	9,341	11,995	15,238



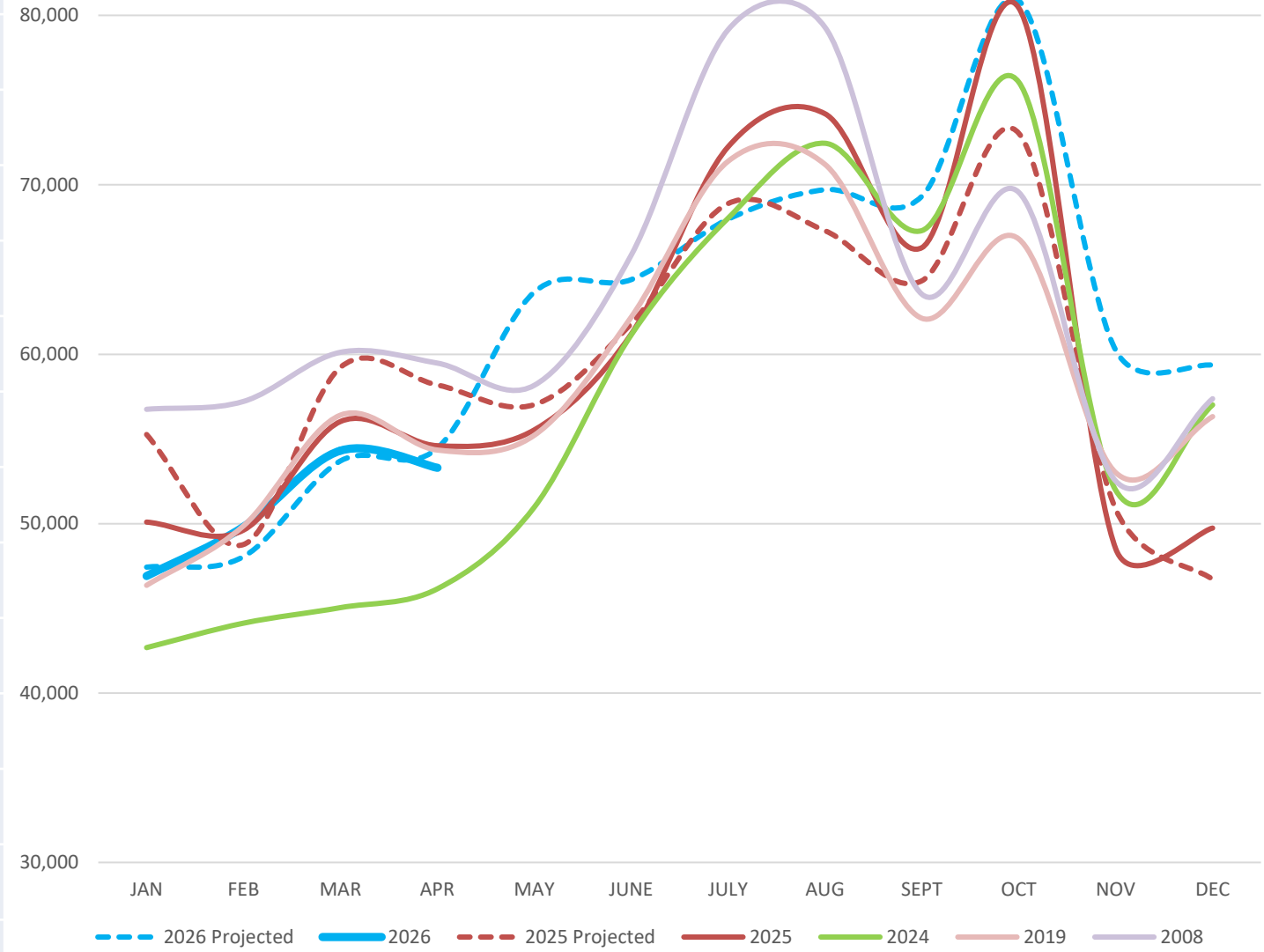
2026 Scheduled Seats; Past & Projections

	2026	2025	2024	2019	2008
JAN	59,302	69,073	50,245	63,905	77,163
FEB	60,078	60,958	48,066	60,240	73,873
MAR	67,135	74,030	52,577	68,428	78,540
APR	68,073	72,724	53,671	66,566	81,040
MAY	79,588	71,276	64,163	67,379	88,905
JUNE	84,508	77,239	78,672	78,828	100,488
JULY	84,968	86,108	86,352	84,658	94,329
AUG	87,145	84,106	92,765	83,786	98,916
SEPT	86,658	80,415	92,016	76,194	91,407
OCT	101,071	91,292	94,651	75,193	93,590
NOV	75,304	63,563	66,633	66,096	83,757
DEC	74,207	58,384	70,888	67,316	89,107
TOTALS	924,037	889,168	850,699	858,589	1,051,115



Passenger Statistics

	2026	2025	2024	2019	2008
JAN	46,909	50,093	42,691	46,356	56,751
FEB	49,816	49,619	44,133	49,867	57,216
MAR	54,311	56,029	45,049	56,400	60,116
APR	53,304	54,601	46,158	54,340	59,478
MAY	<u>63,670</u>	55,533	50,972	55,209	58,166
JUNE	<u>64,406</u>	61,182	61,136	62,180	65,845
JULY	<u>67,716</u>	72,243	68,026	71,381	79,154
AUG	<u>72,886</u>	74,199	72,448	71,200	79,304
SEPT	<u>73,246</u>	66,294	67,296	62,116	63,544
OCT	<u>78,766</u>	80,446	76,054	66,795	69,556
NOV	<u>60,243</u>	48,517	51,977	53,007	52,516
DEC	<u>59,366</u>	49,739	57,012	56,314	57,375
TOTALS	<u>753,046</u>	718,495	681,925	705,165	759,021



*Numbers reflected Passengers departing from BTV
 **Underlined numbers are future estimates