Board of Finance

Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

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1. Agenda

Subject	**1.1. Motion to adopt agenda**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

2. Public Forum

Subject	**2.1. Verbal Comments**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category	2. Public Forum
Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3. Consent Agenda

Subject	**3.1. Motion to adopt the consent agenda and take the actions indicated**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	**3.2. June 1, 2026 Board of Finance Meeting Minutes - C/T**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	**3.3. Authorization to Execute Wholesale Water Sales Agreement with Colchester Fire District 2 - DPW - Water Resources**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the Director of Public Works to execute the "Water Sales Agreement" between the City of Burlington and Fire District No. 2, subject to the final review and approval of the City Attorney

Subject	**3.4. Livable Wage Rates for FY 2027 - C/T**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	**3.5. Security Services for City Hall FY27 Contract Extension - HR**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Human Resources
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve and authorize the exercising of the City's second one-year renewal option under its service agreement with Chocolate Thunder for City Hall security services for a total approved FY 2027 amount not to exceed $206,000, and further authorize the Chief Administrative Officer or designee to execute a contract amendment and all documents necessary or convenient to carrying out the same, subject to final review and approval as to form by the City Attorney's Office
Subject	**3.6. FY25 City of Burlington Waterfront TIF District Recertified Report to VEPC - CEDO**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent) Information Report
Recommended Action	to accept the staff report
Subject	**3.7. Request to execute a lease amendment with Hangar Condominium Association Inc. - Airport**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Patrick Leahy Burlington International Airport

Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute a lease amendment with the Hangar Condominium Association, extending the current lease for certain premises at the Patrick Leahy Burlington International Airport through August 31, 2028 with an optional ten-year renewal term at the City's discretion, for an annual rent payment in the amount of $24,865 such payment to increase according to the Customer Price Index annually, subject to final review and approval as to form 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
Subject	**3.8. Request to execute a lease with Pratt & Whitney Engine Services, Inc. — Airport**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Patrick Leahy Burlington International Airport
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute an aeronautical facility lease at the Patrick Leahy Burlington International Airport with the Pratt & Whitney Engine Services, Inc, for a 10 year initial term, with two 5 year renewal terms at the City's option, for an annual rental payment of $281,436.40, subject to final review and approval as to form 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
Subject	**3.9. Request to execute a lease with The Jones Payne Group, Inc. — Airport**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Patrick Leahy Burlington International Airport
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute a lease of the City building located at 481 White Street for a two year term with a one year extension at the City's option, with The Jones Payne Group, Inc., for an annual cost of $9,060, and a 2.5% annual increase on the anniversary of the Effective Date, subject to final review and approval as to form 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
Subject	**3.10. 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 Airport's Residential**

	Sound Insulation Program (RSIP), funded by the Office of Local Defense Community Cooperation (OLDCC) - Airport
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Patrick Leahy Burlington International Airport
Type	Action (Consent)
Recommended Action	1. To approve and recommend that the City Council authorize the Director of Aviation to execute a contract agreement with Strong Tower Construction, Inc. for up to $4,506,801.00 with a 10% contingency, for a total approved amount up to $4,957,481.00 for the construction improvements for 39 housing units by the OLDCC funded Residential Sound Insulation Program, and any other related documents necessary or convenient to carry out the project, subject to review and approval as to form by 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 a total approved 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, and any other related documents necessary or convenient to carry out the project subject to review and approval as to form by City Attorney's Office.

4. Deliberative Agenda

Subject	**4.1. Traffic Workgroup Reorganization - DPW - Parking Services Division**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council authorize: 1. The reclassification of the Traffic Maintenance Worker position from a Full-time, Non-exempt, AFSCME, Grade 14 position to the Traffic Technician I, a Full-time, Non-exempt, AFSCME, Grade 14 position, and the Traffic Technician II position, a Full-time, Non-exempt, AFSCME, Grade 16 position and the Traffic Technician III position, a Full-time, Non-exempt, AFSCME, Grade 17 position. 2. The reclassification of the Working Foreperson position from a Full-time, Non-exempt, AFSCME, Grade 16 position to the Working Foreperson, a Full-time, Non-exempt, AFSCME, Grade 18 position. 3. Approve and Authorize the Director of Public Works to execute a Memorandum of Agreement between AFSCME Local #1343 and the City of Burlington Regarding the Upward Tiering for Department of Public Works Traffic Division, which memorializes incumbent employee classifications during the initial tiering implementation.

Subject	**4.2. Fletcher Free Library Transformational Remodeling Project Dore + Whittier Contract — Second Contract Amendment for Design Development (DD) and Construction Documents (CD)**

Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Fletcher Free Library
Type	Action
Recommended Action	to approve and recommend that the City Council approve the execution of a contract amendment with Dore + Whittier Architects for professional services related to Design Development and Construction Documents for the Fletcher Free Library Transformation Project, in an amount not to exceed $2,792,961 and amend the maximum limiting amount of the overall contract from $213,000 to $3,005,961.00, funded by the Friends of the Fletcher Free Library, and to authorize the Director of the Fletcher Free Library to execute the contract and any related documents upon final review and approval by the City Attorney's Office
Subject	**4.3. Extension of Letter of Agreement between City of Burlington and University of Vermont - C/T**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	to approve and recommend that the City Council approve a one-year extension to the Letter of Agreement between the City of Burlington and University of Vermont dated June 24, 2019
Subject	**4.4. Approval to Execute Master Lease - C/T**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action
Recommended Action	to approve and recommend that the City Council authorize Katherine Schad, Chief Administrative Officer, or designee to execute a Tax-Exempt Lease Purchase with BankFunding, LLC for the amount $2,733,763 with an annual payment of $443,846 to be paid out of Wastewater and Airport Budgets within the approved Fiscal year 2026 Budgets subject to review by counsel and to authorize Katherine Schad to take such further actions, and to execute such further instruments approved as to form by counsel, as may be necessary or convenient to effectuate the transactions contemplated hereby
Subject	**4.5. Resolution: Approving The Issuance Of Grant Anticipation Notes For The Costs Of Airport Improvement Projects - C/T**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category	4. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action Resolution
Recommended Action	to approve, and recommend that Council approve, the attached resolution
Subject	**4.6. Resolution: Approving The Issuance Of A Grant Anticipation Note For The Costs Of Certain City Capital Improvement Projects - C/T**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Department of Finance and Administration
Type	Action Resolution
Recommended Action	to approve, and recommend that Council waive the reading and approve, the attached resolution
Subject	**4.7. Cherry Street Water Distribution Improvements — Step III DWSRF Loan Application & Cherry Street Sewer Collection Improvements — Step III CWSRF Loan Amendment - DPW - Water Resources**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department - Water Resources
Type	Action Resolution
Recommended Action	1. To approve and recommend that the City Council waive the reading and adopt the attached resolution authorizing a Step III $2,033,000 loan from the Vermont Drinking Water State Revolving Fund for the construction of the Cherry Street Water Distribution Improvements as more specifically set forth in the attached resolutions. 2. To approve and recommend that the City Council waive the reading and adopt the attached resolution authorizing a Step III $2,604,600 loan amendment from the Vermont Clean Water State Revolving Fund for the construction of the Cherry Street Sewer Collection Improvements as more specifically set forth in the attached resolutions.

5. FY27 Mayor's Budget

Subject	**5.1. Resolution: Annual Appropriation And Budget For Fiscal Year Beginning July 1, 2026, And Ending June 30, 2027**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. FY27 Mayor's Budget

Department	Mayor's Office
Type	Action Resolution
Recommended Action	to approve and recommend that the City Council adopt the attached resolution

Subject	**5.2. Resolution: Annual Tax Assessments On The Property Grand List Of The City For The Fiscal Year Beginning July 1, 2026 And Ending June 30, 2027**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. FY27 Mayor's Budget
Department	Mayor's Office
Type	Action Resolution
Recommended Action	to approve and recommend that the City Council adopt the attached resolution

6. Adjournment

Subject	**6.1. Motion to adjourn**
Meeting	June 15, 2026 - Board of Finance Meeting - Monday, June 15, 2026, 4:30 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	6. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

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

1. Agenda

1. Agenda
Mayor Mulvaney-Stanak convened the meeting at 5:02 pm.
Members present: Mayor Mulvaney-Stanak, CAO Schad, Councilors Carpenter, Barlow (all in person); City Council President Traverse (online and then in person); Councilor Neubieser (online)

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

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

2. Public Forum

2. Public Forum

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

Recommended Action open Public Forum
close Public Forum

2.1. Verbal Comments
Sharon Bushor: phone system down for a month in Parks? referred to the Miller Center: voicemail boxes full

3. Consent Agenda

3. Consent Agenda

Subject **3.1. Motion to adopt the consent agenda and take the actions indicated**

Meeting June 1, 2026 - Board of Finance Meeting - Monday, June 1, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Council and Board

Type Action (Consent)
Procedural

Recommended Action Motion to adopt the consent agenda and take the actions indicated

3.1. Motion to adopt the consent agenda and take the actions indicated
Motion made by Councilor Barlow, seconded by Councilor Carpenter, to adopt the consent agenda as presented and take the actions indicated. Motion passed unanimously.

Subject **3.2. May 18, 2026 Board of Finance Meeting Minutes - C/T**

Meeting June 1, 2026 - Board of Finance Meeting - Monday, June 1, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Consent Agenda

Department Department of Finance and Administration

Type Action (Consent)
Information
Minutes

Recommended Action approve the minutes

3.2. May 18, 2026 Board of Finance Meeting Minutes - C/T

4. Deliberative Agenda

4. Deliberative Agenda

Subject **4.1. Unassigned Fund Balance Request to Roll Over Unused REIB Community Celebrations Donations - REIB**

Meeting June 1, 2026 - Board of Finance Meeting - Monday, June 1, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Deliberative Agenda

Department	Racial Equity, Inclusion, & Belonging (REIB)
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the adjustment to the FY26 REIB budget in the amount of $25,639 out of the Unassigned Fund Balance

4.1. Unassigned Fund Balance Request to Roll Over Unused REIB Community Celebrations Donations - REIB
Motion made by Councilor Carpenter, seconded by Councilor Barlow, to approve the motion as presented. Motion passed unanimously.

Subject	**4.2. Champlain Parkway Project - Maintenance Agreement - DPW**
Meeting	June 1, 2026 - Board of Finance Meeting - Monday, June 1, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the Mayor, or assigned designee, to sign the maintenance agreement with the State of Vermont and the City of South Burlington, subject to the prior review and approval of the City Attorney's Office

4.2. Champlain Parkway Project - Maintenance Agreement - DPW
Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the motion as presented. Motion passed unanimously.

Mayor Mulvaney-Stanak called for a 10 minute recess: 5:27 pm - 5:37 pm.

Subject	**4.3. Ordinance: Gross Receipts BCO Sec. 21-31 (Board of Finance, Ordinance Committee)**
Meeting	June 1, 2026 - Board of Finance Meeting - Monday, June 1, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Council and Board
Type	Action Ordinance - Second Reading
Recommended Action	to approve and recommend that the City Council waive the second reading and adopt the ordinance as amended by the Ordinance Committee

4.3. Ordinance: Gross Receipts BCO Sec. 21-31 (Board of Finance, Ordinance Committee)
CAO Schad became Chair regarding this agenda item. Councilor Bergman gave an overview.
Motion made by Mayor Mulvaney-Stanak, seconded by City Council President Traverse, to move the administration amendment revised version regarding this agenda item. Motion passed unanimously.

5. Adjournment

5. Adjournment

Subject	**5.1. Motion to adjourn**
Meeting	June 1, 2026 - Board of Finance Meeting - Monday, June 1, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

5.1. Motion to adjourn
Mayor Mulvaney-Stanak adjourned the meeting at 5:54 pm.

To:	Board of Finance/City Council
From:	Megan Moir, Division Director Water Resources Jessica Lavalette, Water Resources Director of Finance and Administration
Cc:	Chapin Spencer, DPW Director
Date:	June 15/June 29, 2026
Subject:	Authorization to Execute Wholesale Water Sales Agreement with Colchester Fire District 2

SUMMARY

The Burlington Water Resources Division (BWRD) of the Department of Public Works seeks the authorization of the Board of Finance and City Council to execute a 4-year water sales agreement with its wholesale customer, Colchester Fire District 2 (CFD2).

BACKGROUND

The City of Burlington has sold wholesale water to Colchester Fire District 2 (CFD2) since 1965. WRD is the primary source of water for CFD2, but it does not operate or maintain the CFD2 distribution system. CFD2 encompasses the western portion of Colchester, from Mallets Bay Avenue all the way to Colchester Point. See below:

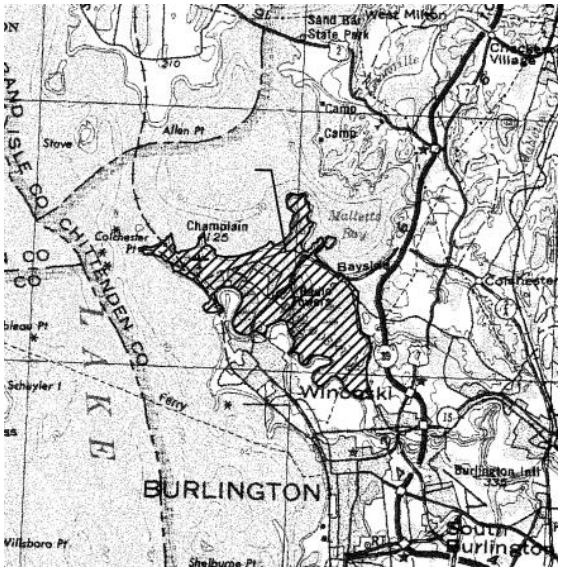

Figure 1: Hashed area shows extent of CFD2 system

Previous contracts have ranged from 15-30 year duration. The last contract was for 15 years, from 2009-2024. It was administratively continued by mutual agreement through June 30, 2026. Wholesale revenue is an important part of BWRD's revenue profile. In FY25 actual wholesale revenue was approximately 3.8% of total actual water

sales. In FY26, the budgeted wholesale revenue is 3.07% (a decline due to the existing 5.5% rate cap in the previous contract).

Through a series of productive contract negotiation meetings, the parties have come to agreement on the proposed terms of a new contract. This includes, importantly, more favorable cost recovery rates for BWRD in the price of the wholesale water. The price of wholesale water is different (lower) than what BWRD rate payers pay largely because CFD2 isn't paying for all of the costs of distributing the water through the entirety of the Burlington system. It only pays for its proportional costs of the treatment of the water and the distribution of the water through a smaller number of pipes that get it from the Water Treatment Plant to the Heineberg Bridge.

The contract is largely the same from the 2009-2024 contract, but for the following changes:

- Revised caps on the wholesale rate to allow for wholesale rate to catch up to cost justifiable rate
    - The previous contract had a rate increase cap of 5.5%. When a new cost of service calculation was completed in FY26, it showed that the justifiable cost of the wholesale water was higher and that this 5.5% cap was not allowing the cost of the wholesale water to keep pace with Burlington's costs. Example: the cost justifiable rate for FY26 was $2.20 but the rate using the 5.5% cap from the administratively continued contract was $1.47.
    - Fortunately, BWRD was able to demonstrate to CFD2 that the full modeled cost recovery rates were still below the pricing from the adjacent water system Champlain Water District (who is the wholesaler for much of Chittenden County).
    - While the negotiated caps (see below) are still slightly below the modeled cost justifiable rates for FY27-FY30, they do represent a significant increase for CFD2 in year 1 (increase from $1.47 in FY26 to $2.22 in FY27, or 51%) and bring the wholesale rates significantly closer to the modeled cost justifiable rates than they would have been with the 5.5% cap in the previous contract. The estimated revenue from wholesale water in FY27 is projected to be 4.74% of total sales. It is one of the underlying drivers behind the lower (1%) retail revenue rate increase for FY27.

FY	Rate Cap	Modeled Cost Justifiable Rate
FY2027	$2.22	$2.29
FY2028	$2.37	$2.41
FY2029	$2.48	$2.56
FY2030	$2.62	$2.68

- Shortened contract period to allow for water system capital planning studies to be completed so additional cost justifiable rate modeling can occur
    - BWRD is undertaking significant planning to understand what investments are needed both at the 40 year old Water Treatment Plant as well as throughout the distribution and storage system. The planning will generate preliminary cost estimates which need to be factored into the wholesale cost allocation model. As such, it is difficult to predict or negotiate the pricing beyond FY2030.
- Other administrative updates
    - Improved description of the booster station (shared equipment)
    - Updated language on current treatment chemicals
    - Updated language in a few sections from City Attorney

MOTIONS

Board of Finance

1. To approve and recommend that the City Council authorize the Director of Public Works to execute the "Water Sales Agreement" between the City of Burlington and Fire District No. 2, subject to the final review and approval of the City Attorney.

City Council

1. To approve and authorize the Director of Public Works to execute the "Water Sales Agreement" between the City of Burlington and Fire District No. 2, subject to the final review and approval of the City Attorney.

Thank you for your consideration of this request.

WATER SALES AGREEMENT

This Agreement dated this _____day of _____, 2026, by and between the City of Burlington, a Vermont municipal corporation, acting by and through its Department of Public Works (City) and Fire District No. 2, a Vermont municipal corporation located in Colchester, Vermont (CFD#2),

W I T N E S S E T H :

WHEREAS, City is the owner and operator of a municipal water system in the County of Chittenden, State of Vermont and is engaged in the distribution of water to consumers both within and outside the corporate limits of the City of Burlington, and

WHEREAS. CFD#2 is a Vermont municipal corporation and the owner and operator of a public water system in the County of Chittenden, State of Vermont and is engaged in supplying water to a portion of the Town of Colchester in Chittenden County; and

WHEREAS, CFD#2 desires to purchase its entire requirements for water for the next four (4) years from the City and the City is willing and able to sell water in sufficient quantities to meet CFD#2's entire requirements in accordance with the terms and conditions below set forth;

NOW, THEREFORE, IT IS AGREED by and between the City and CFD#2 as follows:

1) Agreement to Supply Water.

The City shall make available to CFD#2 water supply capacity and an entitlement to volumes of water in accordance with the following schedule for the periods of time set forth below:

a) Commencing July 1, 2026, the City shall transmit and CFD#2 shall receive from the City all water necessary for CFD#2 to meet its entire requirements. This responsibility of both the City and CFD#2 shall continue in full force and effect for a period of four (4) years until midnight June 30, 2030 unless this Agreement is sooner cancelled or terminated in accordance with the terms and conditions hereof.

2) Price for Water.

In consideration of the water being made available by the City to CFD#2 as specified in Section 1, CFD#2 shall pay the following capacity and volume charges during the time period of this Agreement:

a) July 1, 2026 to June 30, 2027. CFD#2 shall pay the City a rate of $2.22 per one hundred cubic feet. The City shall bill CFD#2 on or before the fifteenth (15th) day following the date upon which the City reads the meter through which the water transmitted to CFD#2 flows. CFD#2 shall make payment in full for such amounts as are due within thirty (30) days of the date of billing by the City. For all amounts due and unpaid as of the thirty-first (31st) day following the billing date, CFD#2 shall pay a late payment damage of five (5%) percent of the then outstanding balance of any undisputed portion of such billing. Interest on delinquent volume charges and capacity charges shall accrue and be payable at a rate of one (1%) percent per month. CFD#2 shall have the right within ten (10) days from receipt of a bill to challenge the amount thereof, provided, however, that CFD#2 shall do so only in good faith and upon a reasonable and honest basis.

b) July l, 2027 to June 30, 2030 the parties agree that the rate specified in subsection a. above shall be adjusted on an annual basis, either up or down, as of July 1 of each year between July 1, 2027 and June 30, 2030 based upon costs of service budgeted for the

upcoming fiscal year for water treatment chemicals, electricity, natural gas, wages and salaries, employee benefits, insurance, professional services, plant maintenance, debt services related to the treatment plant and the cost of zebra mussel control, among other legitimate cost items. Provided, notwithstanding the foregoing, the maximum rates are capped as following per each of the fiscal years:

i) FY2027 (July 1, 2027 – June 30, 2028): **$2.37** per 100 cubic feet

ii) FY2028 (July 1, 2028 – June 30, 2029): **$2.48** per 100 cubic feet

iii) FY2029 (July 1, 2029 – June 30, 2030): **$2.62** per 100 cubic feet

3) Negotiation of Next Contract Period.

On or before December 15, 2029, the parties will meet to begin negotiations of the July 1, 2030 contract. The parties agree to negotiate expeditiously in good faith with a view to concluding such negotiations prior to March 15, 2030.

4) Meter Location and Servicing and Meter Vault.

All water to be sold by the City to CFD#2 pursuant to this Agreement shall be metered from the City mains into the mains of the District at the City line on Plattsburgh Avenue. Maintenance and servicing of the existing meter and associated meter vault, and, if necessary, the cost for a replacement meter shall be shared equally by the parties hereto. Any replacement meter shall meet the standards of the American Waterworks Association. The City and CFD#2 will determine how and when said maintenance and servicing will take place.

5) Booster Station Vault.

In 2004 an underground booster pump station was constructed. Any maintenance, repairs, upgrades, rehabilitation, or replacement of equipment shall be shared equally by the parties hereto. Equipment associated with the booster pump station includes, but is not limited to, the

concrete vault, the two pumps, variable frequency drives, motors, associated piping and appurtenances.

6) Water Quality.

   a) Water made available by the City to CFD#2 under this Agreement shall meet the requirements of the Safe Drinking Water Act as amended, and regulations relating to this Act. The city will provide water of sufficient qualities to meet the requirements of this Act and any applicable legislation on a schedule as specified by law. The City shall at all times throughout the duration of this Agreement take all steps which should be taken by a well-managed and operated water utility, including periodic testing, to maintain the water quality standards of this Agreement. As long as the City remains compliant with applicable state and federal laws, rules and regulations the current chemical scheme of sodium hypochlorite for disinfection, seasonal potassium permanganate for taste and odor, seasonal earthtec QZ for zebra mussel control, aluminum sulfate and polymer for coagulation, zinc orthophosphate for corrosion control and hydrofluosilicic acid for dental health will remain as the treatment scheme. However, the Burlington City Council is the ultimate authority to determine what chemicals go into the city's water supply so long as all regulations are met as regulated under the State of Vermont Water Supply Rule.

   b) CFD#2 distribution water quality compliance testing will be coordinated in conjunction with sample times by the City. Other than the monthly bacteriological testing all other compliance testing will be an expense to the district. The City will bill the district for all other testing that the district has to complete for their compliance requirements.

7) Service Facilities.

a) The City, within its boundaries, at its expense, shall procure, furnish, install, operate and maintain all facilities, rights-of-way and easements necessary for the purpose of furnishing water, hereunder, except as may be particularly set forth herein.

b) CFD#2, within its boundaries, at its expense, shall procure, furnish, install, operate and maintain all facilities, rights-of-way and easements necessary for receiving, applying and utilizing the water delivered hereunder, except as may be particularly set for herein.

8) Liability.

a) The City shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to CFD#2 treated to a standard equal to that required by this Agreement and to avoid any contamination, shortage or interruption of delivery thereof. CFD#2 shall indemnify and save the City harmless from any and all claims of loss or damage, in the form of personal injury, property damage, or both, for a breach of this Agreement by CFD#2. The City shall indemnify and save the CFD#2 harmless from any and all claims of loss or damage, in the form of personal injury, property damage, or both, for a breach of this Agreement by the City.

b) Notwithstanding the City 's obligations under subsection (a) above or elsewhere in this Agreement, the City reserves the right to temporarily interrupt its transmission and delivery of water to CFD#2 whenever, in the reasonable judgment of the City, it is necessary to do so because of mechanical breakdown at the City's water treatment facilities, its pumping equipment or its transmission/distribution system, including the loss of electrical power, raw water source contamination, acts of God or in situations when the supply of water necessary for the needs of the City is not sufficient to allow the sale and delivery of CFD#2's entire requirements or a portion thereof. City agrees to

consult with and notify CFD#2, if reasonably possible, of any potential for interruption as contemplated by this Section to the extent that circumstances permit such consultation/notification. City and CFD#2 shall work cooperatively and take all reasonable steps to restore the transmission and distribution of water to CFD#2 as quickly as possible.

c) Should an emergency situation develop during which it is not possible for the City to deliver water pursuant to this Agreement to CFD#2, CFD#2 should be entitled, for the duration of the emergency situation, to receive water, if possible, from the Champlain Water District through its interconnection with Colchester Fire District #3. As soon as the emergency situation has ceased and the City is once again able to supply water to CFD#2 under this Agreement, CFD#2 shall again meet its entire requirements from the City.

9) Assignment.

Without the prior written consent of the other party, neither this Agreement nor any interest herein nor the operation of said water treatment plant and reservoir, nor any claim arising hereunder shall be transferred or assigned by either party, except for use as security in any Financing arrangement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto, but to no other person or persons. Approval shall not be unreasonably withheld by either party.

10) Miscellaneous.

This Agreement contains the entire agreement between the City and CFD#2 and no statement or promises or inducement made by either party or agent of either party that is not contained in this written agreement shall be valid or binding. There are no third-party intended beneficiaries of this Agreement. No amendment to this Agreement shall be valid unless in writing and signed

by both parties. No waiver of any provision hereof shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall be deemed a continuing waiver of the same or another provision. This Agreement may be executed in counterparts, each of which shall be deemed an original. It may also be signed electronically, and an electronic copy or other facsimile shall be treated as an original.

11) Severability.

If any part. term or provision of this Agreement is by any appropriate court held to be illegal or in conflict with any law of the State of Vermont or of the United States of America, the validity of the remaining portions or provisions hereof shall not be affected unless the entire commercial purpose of the Agreement is prejudiced by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

12) Resolution of Disputes Through Arbitration.

Any dispute between the parties as to the meaning of any section hereof or as to whether this Agreement has been violated by a party shall, if the parties are not able to themselves resolve such disputes, be submitted to final and binding arbitration under the provisions of the Vermont Arbitration Act, Title 12, Vermont Statutes Annotated, Chapter 192. The following "ACKNOWLEDGEMENT OF ARBITRATION" shall be applicable:

We understand that this Agreement between the City and CFD#2 contains an Agreement to arbitrate. After signing this document, we understand that we will not be able to bring a lawsuit concerning any dispute that may arise which is covered by the arbitration agreement, unless it involves a question of constitutional or civil rights. Instead, we agree to submit any such dispute to an impartial arbitrator, acceptable to both parties, except for those instances when a specific

arbitrator has been identified herein. If the parties cannot agree upon one arbitrator, each shall appoint one arbitrator who shall together choose the third. The majority decision of said three arbitrators, after hearing the dispute shall be final. The commercial Arbitration Rules of the American Arbitration Association shall be used.

Notwithstanding the above, this Section shall not apply to any dispute which involves third parties or any existing court action unless that action is also submitted to arbitration and merged at the same time and on the same basis.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and date first above written.

IN THE PRESENCE OF:

Witness CITY QF BURLINGTON, VERMONT

BURLINGTON PUBLIC WORKS DEPT.

Witness By:

Chairperson Duly Authorized

IN THE PRESENCE OF:

DISTRICT NO.2

COLCHESTER FIRE

Chairperson, Duly

Authorized

STATE OF VERMONT

CHITTENDEN COUNTY, SS.

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Megan Moir

Title/Subject: **Authorization to Execute Wholesale Water Sales Agreement with Colchester Fire District 2**

	Approval:	Meeting Date:
☒	Board of Finance	6/15/2026
☒	City Council	6/29/2026
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/8/2026	Chapin Spencer
Mayor's Office informed and approved memo	Yes	6/9/2026	Lisa Gerlach
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	6/2/2026	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/9/2026	Jessica Brown
CAO has reviewed budget, financing, and memo	Yes	6/9/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

DEPARTMENT OF FINANCE & ADMINISTRATION
City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000
Fax (802) 865-7014
TTY (802) 865-7142

To: Mayor Emma Mulvaney-Stanak
Board of Finance
City Council
City Department Heads

From: Katherine Schad, Chief Administrative Officer

Date: June 15, 2026

Re: Livable Wage Rates for FY 2027

Pursuant to the City of Burlington Code of Ordinances, Chapter 21, Article VI, section 21-82(b), the livable wage rates for covered employers, including the City of Burlington, as of July 1, 2026, will be $20.62 per hour if the employer provides health insurance, or $22.91 if the employer does not.

This notice and the livable wage rate will be posted in City Hall, on the City's web page, circulated to City departments, and available at the Clerk/Treasurer's Office. A copy of this notice will also be provided to covered employers who request individual notice and provide contact information.

Rights & Responsibilities

Under Burlington's Livable Wage Ordinance

$20.62/hr

WHEN
employer ***provides*** employer assisted health insurance

$22.91/hr

WHEN
employer ***does not provide*** employer assisted health insurance

and 12 days of paid time off per year*

*Subject to proration per B.C.O. Sec. 21-82(c)

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, 2026 - June 30, 2027

Effective July 1, 2026

Department of Finance & Administration - Human Resource RESOURCES Office
CITY OF BURLINGTON
131 Church Street, Second Floor, Burlington, VT 05401
Phone: (802) 540-2505
Fax (802) 540-1163
Vermont Relay: 7-1-1 or 800-253-0191

MEMO

Date: 06/08/2026
To: Board of Finance and City Council
From: **Timothy Williams, Safety Manager (HR),** Lynn Reagan Director of Human Resources
CC: **Katherine Schad Chief Administrative Officer (C/T)**

Re: Security Services for City Hall FY27 Contract Extension

i. Purpose

This memo seeks approval to exercise a one-year extension option of a service agreement with Chocolate Thunder Security to provide security services at City Hall.

ii. Background

The City of Burlington requires security services at City Hall to ensure the safety and well-being of staff, visitors, and the general public while providing exceptional customer services. In 2024, the City issued an RFP for security services at City Hall, resulting in three qualified proposals. An evaluation committee—comprised of representatives from City Hall departments and the City's Safety Manager—reviewed submissions based on experience, approach, and pricing.

The committee selected the firm due to its competitive rates, robust security protocols, and a strong emphasis on customer service. Their proposal also included the use of body cameras and clear communication procedures. The company's proven working relationship with City Hall and familiarity with City policies further supported their selection.

The agreement includes two, one-year options for the City to renew. This is a request to execute the second year of the agreement. . Staff recommends in favor of the extension to allow services to continue without interruption. Board of Finance and City Council approval are required because of the contract amount.

iii. Compensation to the Vendor & Terms of Agreement

July 1, 2026 to June 30, 2027, $52.50/hour for 1 guard, and $50.00/hour for a second guard. This is an increase of $2.50 from the previous FY26 rate of 50.00/hour for 1 guard, and $47.50/hour for a second guard for a maximum limiting amount of $206,000. This represents an increase over the previously approved maximum limiting amount based on actual need seen in FY 2026.

The City of Burlington does not discriminate on the basis of political or religious affiliation, race, color, national origin, age, sex, sexual orientation, marital status, veteran status or disability. The City is also committed to providing proper access to services, facilities, and employment opportunities.
For accessibility information or alternative formats, contact Human Resources Department at 802-540-2505.

131 Church Street, Second Floor, Burlington, VT 05401
Phone: (802) 540-2505
Fax (802) 540-1163
Vermont Relay: 7-1-1 or 800-253-0191

Services will be paid from the non-departmental budget line 6500_103 Professional and Consultant Svs. and were budgeted for in the FY27 budget

Recommendation

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the exercising of the City's second one-year renewal option under its service agreement with Chocolate Thunder for City Hall security services for a total approved FY 2027 amount not to exceed $206,000, and further authorize the Chief Administrative Officer or designee to execute a contract amendment and all documents necessary or convenient to carrying out the same, subject to final review and approval as to form by the City Attorney's Office.

City Council Motion:

To approve and authorize the exercising of the City's second one-year renewal option under its service agreement with Chocolate Thunder for City Hall security services for a total approved FY 2027 amount not to exceed $206,000, and further authorize the Chief Administrative Officer or designee to execute a contract amendment and all documents necessary or convenient to carrying out the same, subject to final review and approval as to form by the City Attorney's Office.

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For accessibility information or alternative formats, contact Human Resources Department at 802-540-2505.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Department of Fiance and Adminstration – Human Resources

Submitter: Timothy Williams, Safety Manager

Title/Subject: Contract Exstention Security Services at City Hall FY27

Approval Requested:		Meeting Date:
☒	Board of Finance	6/15/2026
☒	City Council	6/29/2026
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	6/8/2026	Lynn Reagan
Mayor's Office	Yes	6/8/2026	Lisa Gerlach
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	6/8/2026	Hayley McClenahan
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	6/8/2026	Hayley McClenahan
CAO for budget, financing, and memo	Yes	6/8/2026	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

To: Board of Finance
City Council
From: Kara Alnasrawi, CEDO Director
CC: Katherine Schad, CAO
Ashley Parker, Capital Program Director
Stephen Donahue, Senior Accountant
Gummi Jonsson, CEDO Real Estate Development Manager
Date: June 15, 2026

RE: FY25 City of Burlington Waterfront TIF District Recertified Report to VEPC

Under state law, the City is required to report annually on the status of its Tax Increment Financing (TIF) districts. The FY25 Waterfront TIF Annual Report was presented to the Board of Finance and City Council on March 23, 2026, as part of the City's annual reporting and certification process. Since that time, staff has made technical updates to the report to ensure consistency and accuracy in the reporting of FY25 TIF activities.

The updated report has been reviewed by staff and reflects the information that will be submitted to the Vermont Economic Progress Council (VEPC). Staff is therefore seeking approval to recertify the FY25 Waterfront TIF Annual Report and authorize submission of the revised report to VEPC.

Please do not hesitate to contact us with any questions or concerns.

Additional Documents:

1) Waterfront TIF Report FY25 (Recertified)

Motion:
To accept the staff report.

(No further action is required by the Board of Finance or City Council. State law merely requires presentation of this information to you.)

VERMONT

Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

VEPC Staff Contact Information:
Ellie Beckett, (802) 622-4674, ellie.beckett@vermont.gov

Reports are due on or before January 1, 2026
Please submit reports to accd.vepctifannualreport@vermont.gov
Please submit GL24 TIF Proceeds Report with the District Annual Report

I. District Information:

Municipality & District	**Burlington: Waterfront TIF District**	Reporting Period:	**July 1, 2024 - June 30, 2025**
Name of Person Completing Report	Kara Alnasrawi	Grand List Year:	**2024**
Title	Director, Community $ Economic Development		
Email Address	kalnasrawi@burlingtonvt.gov		
Telephone	802-238-1910		
Date Report Completed	December 24th, 2025		

NOTE: All information reported on this form by the municipality must be for the Reporting Period and Grand List Year identified above.

II. TIF District Data:

Base Data (Original Taxable Value)	1996 Value	2010 Value
Municipal	$ 43,260,502	$ 123,156,002
Homestead- Education	$ 1,007,200	$ 19,423,600
Non Residential- Education	$ 42,253,302	$ 103,551,622
Total Education	$ 43,260,502	$ 122,975,222

Taxable Values as of April 1	Cherry St - 2 Parcels	Full District
Municipal	$ 30,297,700	$ 162,393,900
Commercial 120% Surcharge	$ 3,253,740	$ 22,394,520
Homestead- Education		$ 26,228,500
Non Residential- Education	$ -	$ 135,882,432
Total		$ 162,110,932

Increase (Decrease) in Taxable Values (auto-calculated)	From 1996 Value	From 2010 Value
Municipal	$ 79,895,500	$ 39,237,898
Homestead- Education	$ 18,473,600	$ 6,864,000
Non Residential- Education	$ 61,241,120	$ 22,372,312
Total Education	$ 79,714,720	$ 29,236,312

TIF Increment Revenue Retained for Reporting Year*	
Municipal	$ 992,500.00
Commercial 120% Surcharge	$ 118,837.00
DID Lump Sum	$ 23,522.00
Homestead- Education	$ 375,968.00
Non Residential- Education	$ 1,410,343.00
Total Education	$ 1,786,311
Total TIF Revenue	**$ 2,921,170**

***Provide VEPC with documentation of the calculation of increment.**

	2 Parcels	All Others
OTV Total Acres	0.31	104.91
OTV Total Parcels	2	111

Parcel Information (All Parcels)	
Current Acres	104.47
Current Parcels	109

Tax Rates Applied to the April 1 Grand List	
Municipal (General Fund)	$ 0.8326
Homestead	$ 1.5985
Non Residential	$ 1.5837

List Special Municipal Tax Rates		
1	Local Agreement	$ 0.0005
2	DID Tax Rate	$ 0.3500
3		$ -
4		$ -
5		$ -
6		$ -
7		$ -
	Total Special Municipal Tax Rates	**$ 0.3505**
	Total Municipal (General Fund) & Special Rates	**$ 1.1831**

Other TIF Fund Income

	Source	Education	Municipal	Total
1		$ -		$ -
2	City Place Partner Tax Replacement Payments		$ 33,333	$ 33,333
3			$ -	$ -
4			$ -	$ -
5			$ -	$ -
	Total:	**$ -**	**$ 33,333**	**$ 33,333**

Changes to Individual Parcels		
	SPAN Number	**Describe Change**
1	043-4-009-004	Residential upgrades and improvements
2	043-4-009-010	Residential upgrades and improvements
3	044-4-005-000	Value loss due to grievance results
4	044-4-033-000	City Place value increase due to improvement completion progress
5		
6		

Additional Information

In FY26, the City Place Partners made three tax replacement payments to support three invoices from FY25 (total of $100,000). These funds were not received by the City until after the books had closed in FY26, so those revenues will be reported on in the FY26 Annual Report. FY26 will also see an additional two payments to wrap up the ARDA requirements.

III. Votes and Financing:

Public Vote Information. Check the appropriate box. Make sure to provide the date if information has been submitted to VEPC.

- ☐ No public votes or debt obligations occurred during this reporting period.
- ☑ Yes there were public votes and/or debt obligations during this reporting period.
  - ☑ Vote and debt obligation documents were submitted to VEPC. (Enter date submitted) — Sent to VEPC 12/2/2025
  - ☐ Vote and debt obligation documents are uploaded with this report.

Debt Instruments

	Infrastructure and Debt	Term in Years	Period (ie. 1/1/2016-12/31/2026)	Interest Rate	Principal	Interest	Total	Total Payment for Reporting Period	Remaining Principal Balance	Date Approved by Voters
	Existing Debt:									
1	Waterfront Renovation Project (Interfund Transfer - Bike Path & Waterfront North)	10	2014 Series B (2014-2024)	4.28%	$ 7,800,000	$ 1,143,738	$ 8,943,738	$ 780,000	$ -	11/6/12 + 3/4/2014
2	Moran Redevelopment	10	2014 HUD Sec 108 10 Years (2015-2025)	5.00%	$ 2,091,000	$ 185,694	$ 2,276,694	$ 198,504	$ 181,000	3/4/2014
3	Waterfront Fishing Pier	5	2016B COPS 5 Years (2015-2021)	5.00%	$ 143,489	$ 17,959	$ 161,448			2006
4	Lakeview , College, Westlake Garage	9	2016A COPS 9 Years (2016-2024)	5.00%	$ 5,145,000	$ 1,098,078	$ 6,243,078	$ 589,368	$ -	2006
	General Obligation Waterfront Tax Increment Bond Series 2018E	8	11/28/2018-5/1/2025	5.00%	$ 745,000	$ 119,180	$ 864,180	$ 130,375	$ -	3/4/2014
5	Series 2018C - Burlington Harbor Marina, ECHO	8	11/28/2018-5/1/2025	5.00%	$ 405,000	$ 76,106	$ 481,106	$ 73,500	$ -	3/4/2014
6	New Moran Inc. $3,559,000; BTC Public Improvement $801,000	6	Series 2019 12/20/2019-06/30/2025	2.61%	$ 4,360,000	$ 573,369	$ 4,933,369	$ 3,815,601	$ -	3/4/2014
	New Debt:									
	Example: Main Street Lights - General Obligation Bond	11	1/1/2016-12/31/2025	5.60%	$ 3,250,000	$ 500,000	$ 3,750,000	$ 340,909	$ 2,950,000	
7	City Place Burlington, $18,840,000; Series 2024				$ 18,840,000		$ 18,840,000	$ 877,818	$ 18,840,000	11.01.2016
8										
				Total	$ 39,529,489	$ 3,214,124	$ 42,743,613	$ 6,465,166	$ 19,021,000	

Annual Debt Service

Principal Paid	$ 5,445,636
Interest Paid	$ 1,019,530
Fees/Other Costs Paid	$ -
Total Paid	$ 6,465,166

Refinancing. Was any portion of TIF District debt refinanced during this reporting period?

- ☐ No
- ☑ Yes, please provide details.

On April 28, 2025, the City Council authorized the refinancing of the $18,840,000 note for the Waterfront TIF District. Council originally authorized the note on May

Direct Payments: Enter the total amount of any TIF direct payments made during this period. $ -

Date Approved by Voters:

Additional Information

As the City is still utilizing a Note as a financing tool for this TIF District, and that Note was refinanced as noted above, the City still does not have an amortization schedule. The City did have to pay interest in FY25 on the previous note, and that has been captured in the debt payment section above. At the close of FY25, the City had recorded fiscal-year-to-date interest earnings of $792,360.99. The City is aware that these earnings can only be used to support expenditures related to the approved TIF District project, and a Substantial Change Request will be required to receive VEPC authorization to use them and incorporate them into a budget.

IV. Improvements and Funding:

Improvement Expenditures				
	Name of Improvement	Of the Total Expenditure listed:		Total Improvement Expenditure for this report period
		The amount paid with TIF Revenues	The amount paid with Non-TIF Revenues	
1	Bike Path			
	Completed in FY17.	$ -	$ -	$ -
2	Waterfront Access North			
	Completed in FY19.	$ -	$ -	$ -
3	Waterfront Park Upgrades			
	Completed in FY19.	$ -	$ -	$ -
4	Moran Building			
	Completed in FY24.	$ -	$ -	$ -
5	Lake Champlain Community Sailing Center			
	Completed in FY18.	$ -	$ -	$ -
6	Burlington Harbor Marina			
	Completed in FY19.	$ -	$ -	$ -
7	ECHO Sustainability Park			
	Completed in FY19.	$ -	$ -	$ -
8	Cherry & Bank Street Streetscape Improvements (Street improvements to the City's "Great Streets" standards for six blocks of public rights of way on Cherry Street (from Battery to Church Street) and Bank Street (from Pine to Church Street)			
	The public improvements construction on Bank Street, including new and upgraded utilities, sidewalk, and streetscape amenities was nearly complete in FY25. Design for the other blocks of Bank Street and Cherry Street, which also has funding from our federal grants, has progressed into the right-of-way phase, and recieved permitting	$435,742.19	$408,296.82	$ 844,039
9	St. Paul Street Extension (Acquisition and construction of St. Paul Street, creating new blocks of City Public rights of way).			
	A portion of the public improvements constuction on the south end of Saint Paul Street around the CityPlace South Tower was nearly complete in FY25. Design for the east side of the street and other final streetscape amenities, which also has funding	$2,270,585.74	$68,235.78	$ 2,338,822
10	Pine Street Extension (Acquisition and construction of Pine Street, creating new blocks of City Public rights of way).			
	Utility work and necessary renovations to the 100 Bank Street building starting on Pine Street in FY25. Design for the west side of the street and other final streetscape amenities, which also has funding from our federal grants, has progressed into the	$71,587.50	$68,235.78	$ 139,823
	Total	$ 2,777,915	$ 544,768	$ 3,322,684
			Check	$ 3,322,684

	Sources of Non-TIF Revenues	Total Amount Secured for Each Source	Total Amount Spent to Date	Total Amount Spent this Period	Closed
1	VT Trans Revenue	$ 2,500,000	$ 2,500,000	$ -	X
2	VT Sales Tax Reallocation	$ 229,498	$ 229,498	$ -	X
3	Developer's Payment	$ 144,037	$ 144,037	$ -	X
4	CDS CD23 1 Grant	$ 12,000,000	$ 228,900	$ 200,243	☐
5	RAIZ 5 Grant	$ 22,384,000	$ 515,342	$ 411,088	☐
6	Sales Tax Reallocation - 9/14/2023, 3/7/2024, & 3/17/2025	$ 2,539,408	$ 480,052		☐
7	City Capital Local Match for CDS Grant - 9/14/2023 & 2/20/2025	$ 600,000	$ 5,990	$ 5,990	☐
8			$ -	$ -	☐
9			$ -	$ -	☐
10			$ -	$ -	☐
11			$ -	$ -	☐
	Total	**$ 40,396,943**	**$ 4,103,818**	**$ 617,320**	
	Non-TIF Revenues Reported under Improvement Expenditures			$ 544,768	

Related Costs					
	List and describe the related cost(s)	Vendor	The amount paid with Education Revenue	The amount paid with Municipal Revenue	Total Cost for this report period
1	Professional Consultant Services	See attached Prof & Consult Vendor Breakdown	$ 50,237	$ 31,916	$ 82,154
2			$ -	$ -	$ -
3			$ -	$ -	$ -
4			$ -	$ -	$ -
5			$ -	$ -	$ -
	Total		$ 50,237	$ 31,916	$ 82,154
				Check	$ 82,154
				Check	$ -

V. Performance Indicators:

Standard

Real Property Development		
1	**Burlington Harbor Marina**	
	Burlington Harbor Marina (75 Penny Lane) - public parking improvements and public infrastructure were built in support of this private development project - the property became taxable for the April 1, 2020 Grand List	$786,900
2	**ECHO**	
	ECHO (1 College St) - tax exempt property - project completed and reported FY 2020	$15,200,600
3	**Lake Champlain Community Sailing Center**	
	Lake Champlain Community Sailing Center (505 Lake St) - tax exempt property - project completed and reported FY 2018	$2,563,500
4	**Moran Frame**	
	Moran Frame (475 Lake St) Phase 1A completed its finishing touches in FY 2023 - a tax exempt City propert, operated by the Department of Parks and Recreation - Benefit to the City and the State come in the form of increased enhancement of the City's Waterfront - translating to tourist dollars (tax revenues to include Rooms and Meals tax, etcetera), and increased property values throughout the City and the County by virtue of the vitality of the City's Waterfront	$2,262,400
CityPlace Real Property Development		
5	**Phase 1: CityPlace, Retail, Parking, & Storage:**	
	During this reporting period, CityPlace Partners completed construction of the South Tower, which includes approximately 12,000 square feet of ground floor retail space. As of December 2025, roughly 3,300 square feet of this space is occupied. Construction of the North Tower is underway, with an additional 24,000 square feet of street level retail space anticipated to open in 2027. The project also includes an enclosed parking garage that will serve both towers that is currently under construction.	$21,101,000
	Phase 1: CityPlace Residential/ Housing:	

6	CityPlace Partners have completed construction of the South Tower, with approximately half of the 53 residential units leased as of December 2025, and the 161 room hotel open and fully operational. The North Tower, totaling approximately 320,000 square feet, is currently under construction and will include 320 residential units and a hotel with approximately 159 rooms, along with a mix of student oriented suites. The North Tower is expected to be completed in 2027.	
7	**Phase 2: Hotel:**	
	Depending upon the availability of financing, Phase 2 is not currently slated to include hotel space	
8	**Phase 2: Residental/ Housing:**	
	Devonwood Investors, the owner/developer is applying for a HUD 221 d 4 loan for both construction and permanent financing. They have submitted an application for a zoning permit and the review is underway. Phase II comprises a mixed use project of residential units over ground floor retail, tenant amenities and a parking garage on the lower level for Lots 4 and 5 of the CityPlace properties. Bounded by Church St on the East, Cherry on the North and St. Paul St on the west, the combined lots comprises 48,630 sf or 1.12 acres or land.	
9	**Phaes 2: Retail & Parking:**	
	Phase 2 is slated to include ground floor retail and approximately 81 parking spaces in a underground garage	
	Total	$41,914,400

Employment Opportunities

The City Place Partner Team is reporting that there are 130-140 construction workers on site every day and this should continue until late 2027 when the North Tower is finished. The AC Hotel opened in City Place in late 2025 creating an estimated 200 jobs. While retail and restaurants have not yet opened, future establishments will create approximately 75-100 permanent jobs.

Additional Information

Mandated

Jobs at June 30, 2021

	NAICS Code	Increase or (Decrease)	Previous Location (if known)		NAICS Code	Increase or (Decrease)	Previous Location (if known)
1	11			11	53		
2	21			12	54		
3	22			13	55		
4	23			14	56		
5	31-33			15	61		
6	42			16	62		
7	44-45	3		17	71		
8	48-49			18	72		
9	51			19	81		

10	52			20	92		
					Total Jobs Increase (Decrease)		3

Identify Source/Method for Obtaining Jobs Information

See the attached report. City staff in the Community and Economic Development Office have been developing a Comprehensive Business list to track business openings and closures. This database is then filtered for businesses located within the TIF district. They then use the Economic & Labor Market Information Business Finder tool on the Vermont Department of Labor website to identify NAICS codes and employee size ranges. For any businesses not listed here, staff estimated size based on what is known about the businesses. Permanent job losses are estimated by applying a % unemployment factor to the total number of jobs in the District. The % unemployement factor is based on Burlington data as provided by the Vermont Department of Labor.

Vermont Firms

	Name of Vermont Firm	Total amount of work performed		Name of Vermont Firm	Total amount of work performed
1	White & Burke	$ 30,692	11		$ -
2	Downs Rachlin Martin	$ 389	12		$ -
3	Paul Frank & Collins	$ 11,647	13		$ -
4	MSKVT	$ 303	14		$ -
5	150 Bank Street LLC	$ 35,500	15		$ -
6	Studio Projects LLC	$ 62,500	16		$ -
7	Resource: A Non Profit Community Enterprise	$ 33,337	17		$ -
8	Stantec Consulting Services Inc	$ 610,254	18		$ -
9	City Place Partners LLC	$ 2,486,977	19		$ -
10			20		$ -
				Total Amount of Work Performed	**$ 3,271,598**

Additional Information

TIF District Specific

Transportation Enhancements: A new block of Pine Street and Saint Paul Street that reconnect Bank Street to Cherry Street will vastly improve pedestrian, transit, bicycle, and vehicle circulation in this TIF district. The TIF district is also receiving streetscape and roadway enhancements including: new decorative and pedestrian-scale lighting, traffic signal improvements, green stormwater infrastructure including permeable pavers, rain gardens, and tree wells, bike racks, new trees with soils cells to support healthy, mature trees long term, new granite curbing, new sidewalk, and new paving.

CityPlace Partners have completed construction of the South Tower, with approximately half of the 53 residential units leased as of December 2025, and the 161 room hotel open and fully operational. The North Tower, totaling approximately 320,000 square feet, is currently under construction and will include 320 residential units and a hotel with approximately 159 rooms, along with a mix of student oriented suites. The North Tower is expected to be completed in 2027.

Housing Changes (optional)

	Affordable Housing	Market Rate Housing	Total
New	0	0	0
Elminated	0	0	0
Net Total	0	0	0

Unforeseen Events: Please describe any unforseen events (such as flooding) that have impacted the TIF District, its improvement projects, or private developments. Also detail how the municipality is working through those challenges.

Current TIF District Activity: Please provide details regarding FY26 activities. This can include updates regarding specific projects, potential substantial change requests, etc.
The City is contemplating coming to VEPC with a substantial change request that would contain two parts: 1) A request to use investment earning to pay for interest on the bond; 2) A request to alter the budget to reflect the incorporation of grant monies received by the City of Burlington that have yet to be officially incorporated into the budget.

VERMONT

Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

ACTUALS - VALUE/INCREMENT/REVENUES			1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013 (GL 2012)	2014 (GL 2013)	2015 07/2014-06/2015 (GL 2014)	2016 (GL 2015)	2017 (GL 2016)	2018 (GL 2017)	2019 (GL 2018)	2020 (GL 2019)	2021 (GL 2020)	2022 (GL 2021)	2023 (GL 2022)	2024 (GL 2023)	2025 (GL 2024)
Non TIF Revenues	**Total Secured**	**Total Expensed**																											
Returned TIF to VT (Gilabane)	$ (163,177)	$ (163,177)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (163,177)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
VT Trans Revenue	$ 2,500,000	$ 2,500,000	$ -	$ 500,000	$ 250,000	$ 250,000	$ -	$ -	$ 750,000	$ 250,000	$ 250,000	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
VT Sales Tax Reallocation	$ 229,498	$ 229,498	$ -	$ -	$ 159,653	$ -	$ 69,845	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
Developer's Payment	$ 144,037	$ 144,037	$ -	$ -	$ -	$ -	$ -	$ 144,037	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -					
CDS CD23 1 Grant	$ 12,000,000	$ 228,900																			$ -	$ -	$ -	$ -	$ -	$ -	$ 28,657	$ 200,243
RAIZ 5 Grant	$ 22,384,000	$ 515,342																			$ -	$ -	$ -	$ -	$ -	$ -	$ 104,254	$ 411,088
Sales Tax Reallocation - 9/14/2023, 3/7/2024, & 3/17/2025	$ 2,539,408	$ 480,052																			$ -	$ -	$ -	$ -	$ -	$ -	$ 480,052	$ -
City Capital Local Match for CDS Grant - 9/14/2023 & 2/20/2025	$ 600,000	$ 5,990																			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,990
0	$ -	$ -																			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
0	$ -																											$ -
0	$ -																											$ -
0	$ -																											$ -
Total Other Sources	**$ 40,233,766**	**$ 3,940,641**	**$ -**	**$ 500,000**	**$ 409,653**	**$ 250,000**	**$ 69,845**	**$ 144,037**	**$ 750,000**	**$ 250,000**	**$ 86,823**	**$ 250,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		**$ -**	**$ 612,963**	**$ 617,320**
	Check	$ 3,940,641																											
	Check	$ 5,468,752																											
Other TIF Fund Income	**Total All Years**																												
Interest Earnings (Education)	$ -																						$ -	$ -	$ -		$ -	$ -	$ -
Interest Earnings (Municipal)	$ -																						$ -	$ -	$ -		$ -	$ -	$ -
Total Interest Earnings	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
City Place Partner Tax Replacement Payments	$ 374,831																						$ -	$ -	$ -		$ 208,166	$ 133,332	$ 33,333
0	$ -																						$ -	$ -	$ -		$ -	$ -	$ -
0	$ -																						$ -	$ -	$ -		$ -	$ -	$ -
0	$ -																						$ -	$ -	$ -		$ -	$ -	$ -
Total:	**$ 374,831**		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 208,166**	**$ 133,332**	**$ 33,333**

Tax Increment Financing District
Vermont Economic Progress Council
Vermont Department of Taxes

						1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
																				(GL 2012)	(GL 2013)	07/2014-06/2015 (GL 2014)	(GL 2015)	(GL 2016)	(GL 2017)	(GL 2018)	(GL 2019)	(GL 2020)	(GL 2021)	(GL 2022)	(GL 2023)	(GL 2024)
						Updated based upon Reconciliation Report filed 2015																										
Debt service:		**Principal**	**Interest**	**Total Service**	**Total Year to Date**																											
Lake Street Construction	1999- HUD Sec 108 18 Years (2000-2017)	$ 1,110,133	$ 640,843	$ 1,750,976	$ 1,750,977	$ 20,000	$ 90,948	$ 95,856	$ 93,432	$ 110,167	$ 116,518	$ 107,893	$ 109,126	$ 100,049	$ 90,847	$ 69,349	$ 72,694	$ 71,741	$ 70,382	$ 68,856	$ 76,560	$ 74,169	$ 82,142	$ 107,712	$ 122,736							
Lake Street Extension	1999 - HUD Sec 108 15 Years (2000-2014)	$ 495,000	$ 382,757	$ 877,757	$ 877,763	$ -	$ -	$ -	$ -	$ -	$ 12,765	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 26,411	$ 264,930	$ 256,725						
Urban Reserve Acquisition	1999 COPS 19 Years (2000-2018)	$ 1,390,000	$ 690,652	$ 2,080,652	$ 2,080,653	$ 25,304	$ 104,943	$ 103,368	$ 106,680	$ 104,855	$ 102,980	$ 105,958	$ 103,785	$ 106,470	$ 104,025	$ 106,446	$ 108,610	$ 105,591	$ 107,373	$ 108,845	$ 575,420	$ -	$ -	$ -	$ -							
Lakeview Parking Garage	1999 - COPS 19 Years (2000-2018)	$ 5,500,000	$ 2,521,308	$ 8,021,308	$ 7,157,210	$ 98,423	$ 236,216	$ 476,316	$ 505,716	$ 523,559	$ 535,131	$ 535,884	$ 545,816	$ 540,031	$ 548,529	$ 551,104	$ 298,091	$ 299,640	$ 295,664	$ 296,094	$ 291,081	$ 290,584	$ 289,331	$ -								
Waterfront Fishing Pier	2000 - COPS 20 Years (2001-2021)	$ 407,130	$ 287,004	$ 694,134	$ 526,412		$ -	$ 22,329	$ 33,924	$ 34,250	$ 34,040	$ 33,802	$ 33,538	$ 33,247	$ 32,930	$ 34,035	$ 33,585	$ 33,590	$ 33,542	$ 32,958	$ 33,313	$ 33,579	$ 33,750	$ -								
Lakeview, College, Westlake Garage	2005 - COPS 20 Years (2006-2026)	$ 7,870,000	$ 4,164,943	$ 12,034,943	$ 6,330,185								$ 297,174	$ 330,194	$ 635,194	$ 632,994	$ 635,393	$ 632,193	$ 633,593	$ 634,394	$ 634,594	$ 633,231	$ 631,231	$ -								
College Street Garage Improvements	2013FY1 Lease Financing (2013-2016)	$ 436,610	$ 22,348	$ 458,958	$ 417,235														$ -	$ 83,447	$ 83,447	$ 83,447	$ 83,447	$ -								
Waterfront Renovation Project	Interfund Transfer (Bike Path & Waterfront North)	$ 7,800,000	$ 1,143,738	$ 8,943,738	$ 8,884,712															$ -	$ -	$ 136,368	$ 940,161	$ 933,664	$ 925,100	$ 913,727	$ 899,430	$ 835,751	$ 862,528	$ 840,743	$ 817,241	$ 780,000
Moran Redevelopment		$ 2,091,000	$ 185,694	$ 2,276,694	$ 2,112,601															$ -	$ -	$ 6,809	$ 198,551	$ 209,945	$ 218,176	$ 219,297	$ 217,652	$ 218,261	$ 213,371	$ 208,484	$ 203,552	$ 198,504
Waterfront Fishing Pier	2016B COPS 5 Years (2015-2021)	$ 143,489	$ 17,959	$ 161,448	$ 160,653																			$ 32,007	$ 32,059	$ 32,426	$ 32,099	$ 32,061	$ -	$ -	$ -	$ -
Lakeview , College, Westlake Garage	2016A COPS 9 Years (2016-2024)	$ 5,145,000	$ 1,098,078	$ 6,243,078	$ 6,213,028																			$ 880,100	$ 886,400	$ 883,300	$ 597,625	$ 594,360	$ 595,000	$ 594,375	$ 592,500	$ 589,368
s 2018C - Burlington Harbor Marina, ECHO	11/28/2018-5/1/2025	$ 405,000	$ 76,106	$ 481,106	$ 481,106																				$ -	$ 43,606	$ 73,500	$ 70,750	$ 73,000	$ 75,000	$ 71,750	$ 73,500
aterfront Tax Increment Bond Series 2018E	11/28/2018-5/1/2025	$ 745,000	$ 119,180	$ 864,180	$ 864,180																					$ 78,615	$ 134,240	$ 129,725	$ 130,210	$ 130,480	$ 130,535	$ 130,375
559,000: BTC Public Improvement $801,000	Series 2019 12/20/2019-06/30/2025	$ 4,360,000	$ 573,369	$ 4,933,369	$ 4,933,369																						$ 114,227	$ 257,198	$ 252,475	$ 248,690	$ 245,178	$ 3,815,601
Place Burlington, $18,840,000: Series 2024	0	$ 18,840,000	$ -	$ 18,840,000	$ 2,467,370																							$ 877,818	$ -	$ -	$ 711,733	$ 877,818
	0	$ -	$ -	$ -	$ -																							$ -	$ -	$ -	$ -	$ -
Total Debt		$ 56,738,362	$ 11,923,979	$ 68,662,341	$ 45,257,454	$ 143,727	$ 432,107	$ 697,869	$ 739,752	$ 772,831	$ 801,434	$ 809,948	$ 1,115,850	$ 1,136,402	$ 1,437,936	$ 1,420,339	$ 1,174,784	$ 1,169,166	$ 1,250,412	$ 1,250,805	$ 1,720,626	$ 1,284,598	$ 2,285,024	$ 2,189,839	$ 2,449,400	$ 2,427,697	$ 2,068,772	$ 3,015,924	$ 2,126,584	$ 2,097,772	$ 2,772,489	$ 6,465,166
		$ 20,689,489	$ 3,214,124	$ 23,903,613	$ 23,649,648																											$ 6,465,166
					Total Related Costs All Years																											
	Related Costs				$ 2,513,948	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,195	$ -	$ 3,125	$ 2,875	$ 3,000	$ 10,376	$ 119,501	$ 172,552	$ 258,186	$ 222,554	$ 148,320	$ 227,228	$ 274,823	$ 51,079	$ 138,523	$ 620,482	$ 175,976	$ 82,154
																																82153.62

NOT APPLICABLE AT THIS TIME FOR BURLINGTON WATERFRONT TIF DISTRICT.

CERTIFICATION OF INCREMENT AND ANNUAL REPORT

STATUTORY REQUIREMENT: (24 VSA §1895) “As of the date the district is created, the lister or assessor for the municipality shall certify the original taxable value and shall certify to the legislative body in each year thereafter during the life of the district the amount by which the total valuation as determined in accordance with 32 VSA Chapter 129 of all taxable real property located within the tax increment financing district has increased or decreased relative to the original taxable value.”

RULE REQUIREMENT: (SECTION 903) “Increase/Decrease in Assessed Valuation: Each year following the year of creation, the listers or assessor shall certify to the municipal legislative body the amount by which the total assessed valuation of taxable properties within the TIF District has increased or decreased compared to the municipal and education OTV. Prior to providing the certification to the municipal legislative body, the listers or assessor shall have the calculation of the increase or decrease, including an examination of the disposition and tax status of each parcel within the District, verified by a second party. Selection of the second party is up to the municipality and may be an individual within or outside of the municipal government. However, the individual should be familiar with parcel listings and valuation, property tax status, and the concepts of OTV and District increment. A copy of the certification of the value and the increase or decrease must be included in the Annual Report required by Section 1004.2 of this Rule along with a certification that a second party reviewed the information. The Council will provide a form on which to provide this certification.”

SECTION 1: Certification of Increment by Assessor or Lister and 2nd Party Reviewer

Check both certification boxes and sign this form. If the boxes or signatures are not completed, this form will be considered incomplete. The second party reviewer should be familiar with parcel listings and valuation, property tax status, and the concepts of OTV and District increment.

☐ We certify that, per TIF Rule Sections 903 and 1004.2, we have examined and verified the current value, the calculation of the increase or decrease in property values, the disposition and tax status of each parcel within the District, and any other issues relevant to the parcels listed in the Certified OTV Property Report.

☐ We have certified to the municipal legislative body, at a regular or duly warned meeting that the information provided in this report represent true and accurate statements.

Signature of Assessor or Lister

✂ _____ | _____ | _____

Name: | Title | Date

Signature of 2nd Party Reviewer

✂ _____ | _____ | _____

Name: | Title | Date

SECTION 2: Certification of Annual Report

Provide the date the annual report was presented to the municipal legislative body. Check both certification boxes and sign this form. If the boxes or signatures are not completed, this form will be considered incomplete.

Date report presented to the municipal legislative body:

☐ I certify that I am an official of the reporting municipality with the authority to report on this TIF District on behalf of the municipality.

☐ I certify that the annual report data entered and all documents attached in support of this annual report are true, correct and complete to the best of my knowledge.

Signature of Authorizing Official*

✂ _____ | _____ | _____

Name: | Title | Date

* *Authorizing Official is the Chief Executive Officer of the municipality as defined by 10 VSA § 683(8) such as a Select Board or City Council Member, Town or City Manager, or Town Administrator.*

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Gummi Jonsson, Kara Alnasrawi

Title/Subject: FY25 Waterfront TIF Report Recertification

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	6/15/2026

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/9/2026	Kara Alnasrawi
Mayor's Office informed and approved memo	Yes	6/9/2026	Lisa Gerlach
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/9/2026	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	6/9/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	VEPC TIF Report
Draft Resolution or Motion?	Yes	Motions - Memo
If for submission to Council, are sponsors identified?	Yes	Board of Finance

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

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

DATE: June 11, 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 and 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.

The Airport Commission voted to recommend to approve these changes and the lease amendment at its June 3, 2026 meeting.

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%
- **Construction Commitment**: All improvements commence within 2 years of the start of the amendment.
- **Other changes include:**
    - New Exhibit B detailing the additional improvements to be completed by HCA
    - New Exhibit C detailing federal nondiscrimination provisions, which includes Updated language regarding FAA required nondiscrimination clauses
    - We will also be amending the insurance requirement to align with up-to-date limits

Updates from January 2026 Approval:

- Insurance and 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 a lease amendment with the Hangar Condominium Association, extending the current lease for certain premises at the Patrick Leahy Burlington International Airport through August 31, 2028 with an optional ten-year renewal term at the City's discretion, for an annual rent payment in the amount of $24,865 such payment to increase according to the Customer Price Index annually, subject to final review and approval as to form 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 a lease amendment with the Hangar Condominium Association, extending the current lease for certain premises at the Patrick Leahy Burlington International Airport through August 31, 2028 with an optional ten-year renewal term at the City's discretion, for an annual rent payment in the amount of $24,865 such payment to increase according to the Customer Price Index annually, subject to final review and approval as to form 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.

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").

W I T N E S S E T H :

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. Lessees 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 untenantable 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:

9/20/13
Witness NICOLAS LONGO

9/20/13
Witness Ryan Batchan

CITY OF BURLINGTON

BY _____
Gene Richards, ~~Director~~ of Aviation

ATTEST:

9/20/13
Witness NICOLAS LONGO

9/20/13
Witness Ryan Batchan

HANGAR CONDOMINIUM ASSOCIATION, INC.

BY _____
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.

_____
Notary Public

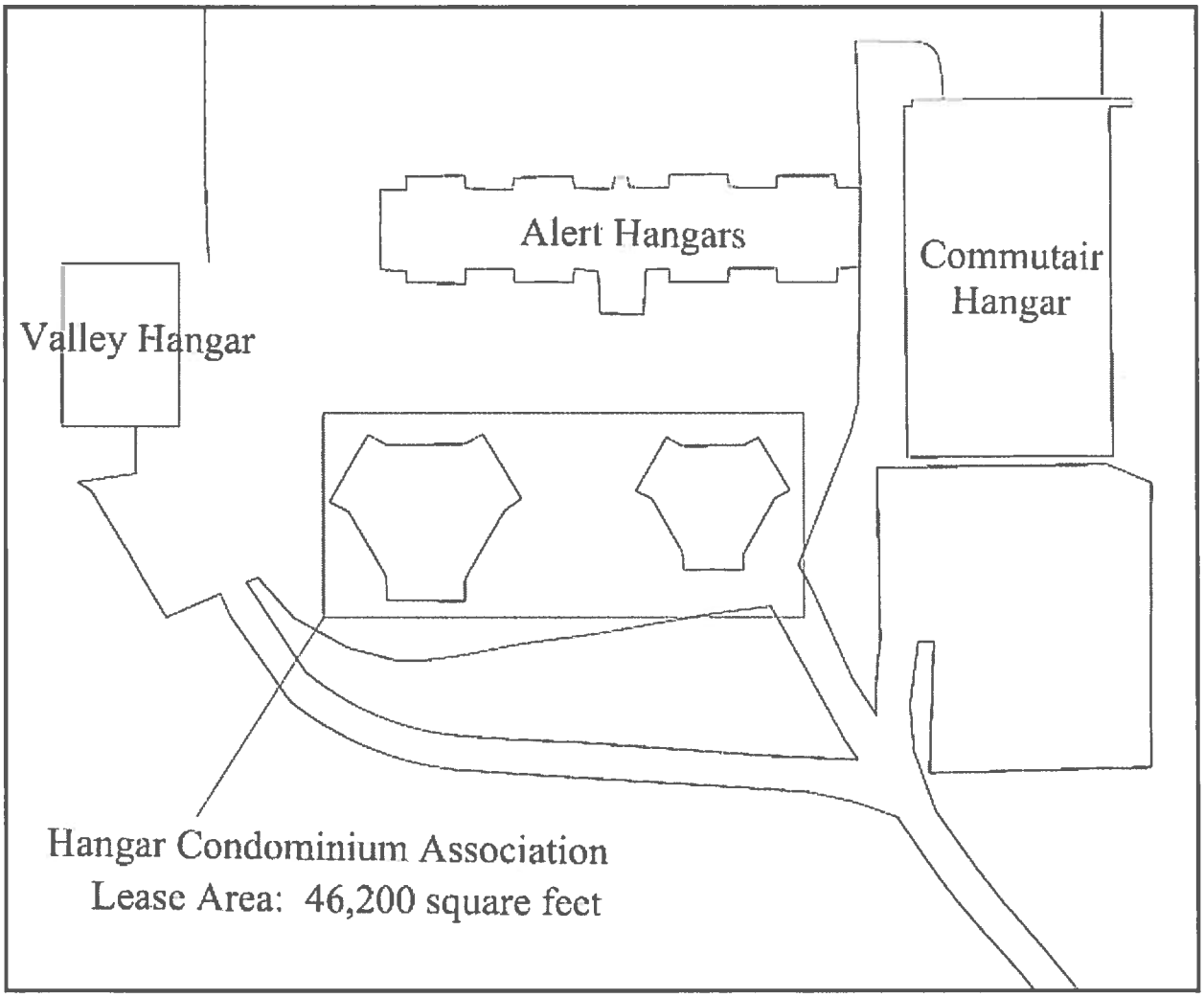
STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

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.

_____
Notary Public 2/10/15

200020/135

EXHIBIT "A"


Alert Hangars
Commutair Hangar
Valley Hangar
Hangar Condominium Association
Lease Area: 46,200 square feet

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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

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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%."

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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.

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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

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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

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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

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

CITY:	**LESSEE:**
CITY OF BURLINGTON	HANGAR CONDOMINIUM ASSOCIATION, INC
BY: _____	BY: _____
Printed Name:	Printed Name:
Title:	Title:

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Exhibit A

Revised legal description and diagram

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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

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

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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

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo

Title/Subject: Request to execute a lease amendment with Hangar Condominium Association Inc

Approval Requested:		Meeting Date:
☒	Board of Finance	6/15/2026
☒	City Council	6/29/2026
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	5/29/2026	Nicolas Longo
Mayor's Office	Yes	6/9/2026	Lisa Gerlach
Board/Commission	Yes	6/3/2026	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	6/9/2026	Hayley McClenahan
CAO for budget, financing, and memo	Yes	6/8/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT

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

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

DATE: 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 10-year lease agreement, with two 5 year renewal terms at the City's option, for occupation and use of an aeronautical facility 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 their building as outlined in Exhibit C of the lease agreement. Upgrades will be completed by both the Airport and Pratt and Whitney. 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. The Airport Commission met on June 3, 2026 and voted to approve the memo as presented.

Lease Terms

The proposed amendment includes the following key terms:

- **Effective Date**: August 1, 2026
- **Expiration**: July 31, 2036
- **Renewal Option**: Two 5-year extensions
- **Rental Rate**: $23,453.03 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
- **Premises:** Building and apron at 15 Eagle Drive, South Burlington, VT 05403, where Pratt and Whitney currently operates.
- **Construction Commitment:** All improvements commence within 2 years of the start of the amendment.
- **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 is essential to the aviation community at Leahy BTV. The Airport is excited to encourage the growth of this space to support Pratt and Whitney's operations.

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

MOTIONS:

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 at the Patrick Leahy Burlington International Airport with the Pratt & Whitney Engine Services, Inc, for a 10 year initial term, with two 5 year renewal terms at the City's option, for an annual rental payment of $281,436.40, subject to final review and approval as to form 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 at the Patrick Leahy Burlington International Airport with the Pratt & Whitney Engine Services, Inc, for a 10 year initial term, with two 5 year renewal terms at the City's option, for an annual rental payment of $281,436.40, subject to final review and approval as to form 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

PRATT & WHITNEY ENGINE SERVICES, INC.

dated as of

February 1, 2026

TABLE OF CONTENTS

Page No.

Article I DEFINTIONS....1

Section 1.1 Definitions....1

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

Section 2.1 Lease of Leased Premises....4
Section 2.2 Term....4
Section 2.3 Holding Over; Rights at Expiration....4
Section 2.4 City's Right of Entry....5
Section 2.5 Ownership of Leased Premises....6

Article III RENTAL; SECURITY DEPOSIT....6

Section 3.1 Rent....6
Section 3.2 Insufficient Funds Charge....7
Section 3.3 Time and Place of Payments....7
Section 3.4 Electronic Payment....7
Section 3.5 Failure to Pay Rent, Fees, or Charges....7
Section 3.6 Security Deposit....7
Section 3.7 Additional Rent....7

Article IV OCCUPANCY, USE, AND CONDITIONS OF LEASED PREMISES....8

Section 4.1 Condition of Leased Premises....8
Section 4.2 Improvements....9
Section 4.3 Access....9
Section 4.4 Use of Leased Premises....10
Section 4.5 No Unauthorized or Prohibited Use....10
Section 4.6 Compliance with Laws....10
Section 4.7 Permits and Licenses....10
Section 4.8 Payment of Taxes....10
Section 4.9 No Liens....11
Section 4.10 Americans with Disabilities Act....11

Article V REPRESENTATIONS AND WARRANTIES....11

Section 5.1 Representations by the City....11
Section 5.2 Representations by Lessee....11

Article VI OBLIGATIONS OF LESSEE....12

Section 6.1 Plans and Specifications....12
Section 6.2 Operations and Maintenance....12
Section 6.3 Utilities....12

Section 6.4 Signs....13
Section 6.5 Security....13
Section 6.6 Obstruction Lights....13
Section 6.7 Trash, Garbage and Other Refuse....13
Section 6.8 Supervision....13

Article VII ENVIRONMENTAL CONDITIONS....14

Section 7.1 General Conditions....14
Section 7.2 Obligations upon Termination; Remediation....17
Section 7.3 No Liability for Business Interruption....17
Section 7.4 Environmental Indemnification....18
Section 7.5 Remedies Cumulative....18
Section 7.6 Survival....18

Article VIII OBLIGATIONS OF THE CITY....18

Section 8.1 Delivery of Leased Premises....18
Section 8.2 Access....19
Section 8.3 Snow Removal....19

Article IX INSURANCE AND INDEMNIFICATION....19

Section 9.1 Insurance....19
Section 9.2 Lessee's Indemnification and Duty to Pay Damages....22
Section 9.3 Performance Bond and Payment Bond....22

Article X DEFAULT AND REMEDIES....23

Section 10.1 Termination by the City....23
Section 10.2 Termination by Lessee....24
Section 10.3 Survival....25

Article XI ASSIGNMENT AND SUBLEASING....25

Section 11.1 Assignment by Lessee....25
Section 11.2 Subleasing by Lessee....25
Section 11.3 Assignment by City....26
Section 11.4 Encumbrances....26

Article XII MISCELLANEOUS PROVISIONS....26

Section 12.1 Notices....26
Section 12.2 No Waiver....27
Section 12.3 Lessee's Subordination....27
Section 12.4 Relocation....27
Section 12.5 Subordination to Grant Assurances....28
Section 12.6 Non-Interference With Operation of the Airport....28

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

AERONAUTICAL FACILITY LEASE AGREEMENT

THIS AERONAUTICAL FACILITY LEASE AGREEMENT (this "Agreement") effective as of this first (1st) day of August, 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
DEFINTIONS

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 Electric 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 <u>Condition of Leased Premises</u>.

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 coveys 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: [_____]

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: [_____]	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 o 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: _____

:

Signature Page of the City

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: _____

Signature Page of Lessee

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 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

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo

Title/Subject: Request to execute a lease with Pratt & Whitney Engine Services, Inc

Approval Requested:		Meeting Date:
☒	Board of Finance	6/15/2026
☒	City Council	6/29/2026
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	5/29/2026	Nicolas Longo
Mayor's Office	Yes	6/9/2026	Lisa Gerlach
Board/Commission	Yes	6/3/2026	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	6/9/2026	Hayley McClenahan
CAO for budget, financing, and memo	Yes	6/7/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

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

FROM: Nicolas Longo, Director of Aviation

DATE: June 15, 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 of the City building located at 481 White Street for a two-year term with a one-year extension at the City's option 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. This memo was presented and approved by the Airport Commission on June 3, 2026.

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:

Board of Finance:

1. To approve and recommend that the City Council authorize the Mayor of the City of Burlington to execute a lease of the City building located at 481 White Street for a two year term with a one year extension at the City's option, with The Jones Payne Group, Inc., for an annual cost of $9,060, and a 2.5% annual increase on the anniversary of the Effective Date, subject to final review and approval as to form 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 a lease of the City building located at 481 White Street for a two-year term with a one year extension at the City's option, with The Jones Payne Group, Inc., for an annual cost of $9,060 and a 2.5% annual increase on the anniversary of the Effective Date, subject to final review and approval as to form, 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 DEFINTIONS 1

Section 1.1 Definitions 1

ARTICLE II LEASE OF LEASED PREMISES; TERM 4

Section 2.1 Lease of Leased Premises 4
Section 2.2 Parking 4
Section 2.3 Term 4
Section 2.4 Holding Over; Rights at Expiration 4
Section 2.5 City's Right of Entry 5
Section 2.6 Ownership of Leased Premises 6

ARTICLE III RENTAL; SECURITY DEPOSIT 6

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 Premises 7
Section 4.2 Access 7
Section 4.3 Use of Leased Premises and License Area 7
Section 4.4 No Unauthorized or Prohibited Use 8
Section 4.5 Compliance with Laws 8
Section 4.6 Permits and Licenses 8
Section 4.7 Payment of Taxes 8
Section 4.8 No Liens 8
Section 4.9 ADA 9

ARTICLE V REPRESENTATIONS AND WARRANTIES 9

Section 5.1 Representations by the City 9
Section 5.2 Representations by Lessee 9

ARTICLE VI OBLIGATIONS OF LESSEE 9

Section 6.1 Plans and Specifications 9
Section 6.2 Operations and Maintenance 9
Section 6.3 Utilities 10
Section 6.4 Open Flames 10

Section 6.5 Signs 10
Section 6.6 Security 10
Section 6.7 Obstruction Lights 10
Section 6.8 Trash, Garbage and Other Refuse 10
Section 6.9 Supervision 10

ARTICLE VII ENVIRONMENTAL CONDITIONS 11

Section 7.1 General Conditions 11
Section 7.2 Obligations upon Termination; Remediation 13
Section 7.3 No Liability for Business Interruption 14
Section 7.4 Environmental Indemnification 14
Section 7.5 Remedies Cumulative 15
Section 7.6 Survival 15

ARTICLE VIII OBLIGATIONS OF THE CITY 15

Section 8.1 Delivery of Leased Premises 15
Section 8.2 Operations and Maintenance 15
Section 8.3 Access 15
Section 8.4 Snow Removal 15

ARTICLE IX INSURANCE AND INDEMNIFICATION 16

Section 9.1 Insurance 16
Section 9.2 Lessee's Indemnification and Duty to Pay Damages. 18
Section 9.3 Performance Bond and Payment Bond 19

ARTICLE X DEFAULT AND REMEDIES 19

Section 10.1 Termination by the City 19
Section 10.2 Termination by Lessee 21
Section 10.3 Survival 21

ARTICLE XI ASSIGNMENT AND SUBLEASING 21

Section 11.1 Assignment by Lessee 21
Section 11.2 Subleasing by Lessee 22
Section 11.3 Assignment by City 22
Section 11.4 Encumbrances 22

ARTICLE XII MISCELLANEOUS PROVISIONS 22

Section 12.1 Notices 22
Section 12.2 No Waiver 23
Section 12.3 Lessee's Subordination 23
Section 12.4 Relocation 23
Section 12.5 Subordination to Grant Assurances 23

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

FACILITY LEASE AGREEMENT

THIS NONAERONAUTICAL FACILITY LEASE AGREEMENT (this "Agreement") effective as of this _____ 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
DEFINTIONS

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 Electric 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' 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 coveys 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:	To Lessee:
City of Burlington	_____
Attn: Office of the City Attorney	_____
City Hall, 149 Church St.	_____
Burlington, VT 05401	_____
with a copy to:	with a copy to:
Patrick Leahy Burlington International Airport	_____
Attn: Director of Aviation	_____
1200 Airport Drive Suite #1	_____
South Burlington, VT 05403	_____

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

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
The Jones Payne Group, Inc.

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of May, 20__, by _____.

Witness my hand and official seal.

My commission expires: _____

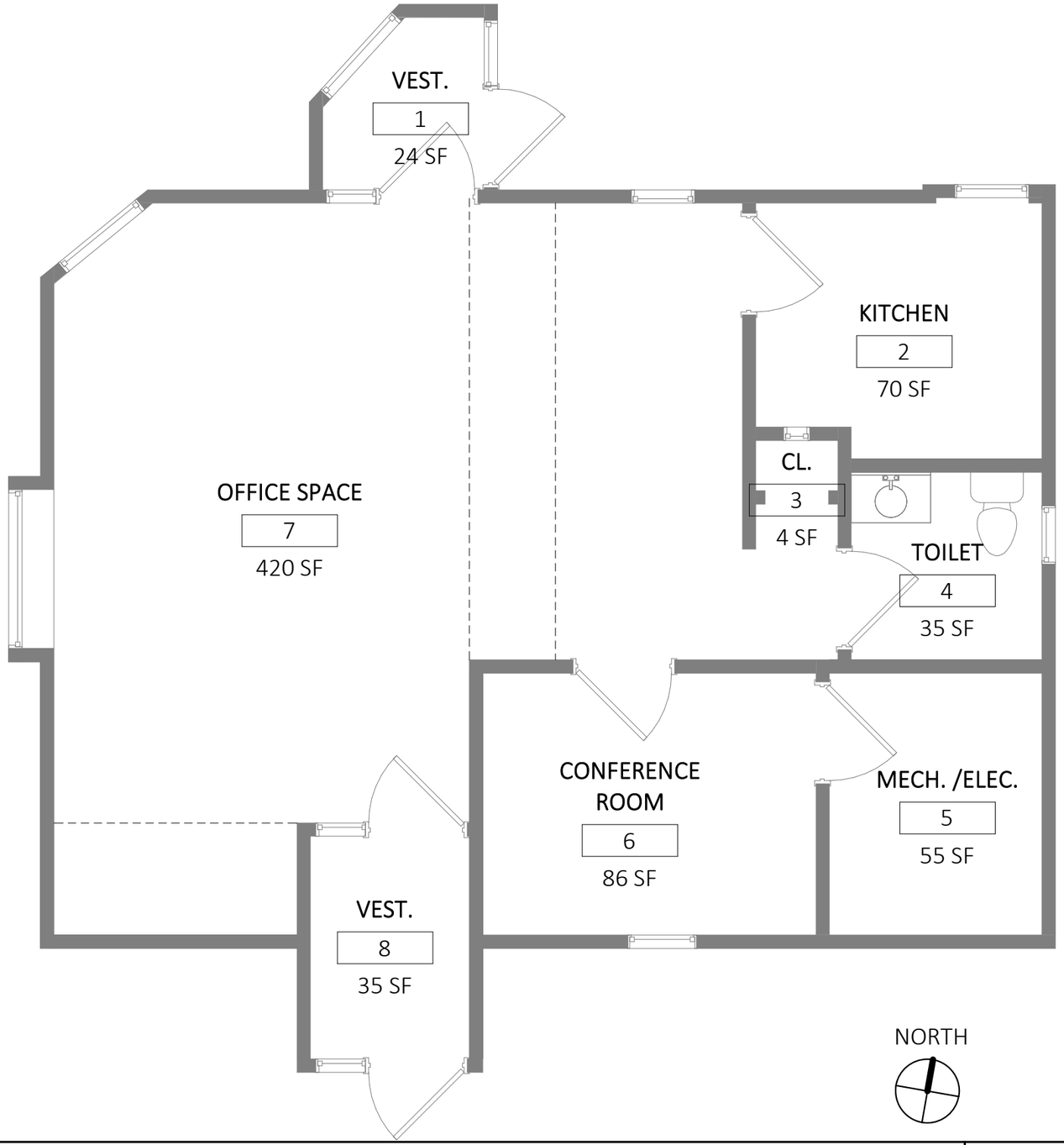
_____
Notary Public

EXHIBIT A

Leased Premises and License Area

Exhibit A
Leased Premises

3/2/2026 11:14:52 AM



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:
Project No.:	N/A			0.1
Drawn By:	SF/ DN	Checked By:	SF	
Date Issued:	02/27/2026	Scale:	1/4" = 1'-0"	

G:\Shared drives\BTV_201606\BTV Office Building\Dwg\BTV Office Building R24 w Design Options.rvt

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Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo

Title/Subject: Request to execute a lease with The Jones Payne Group, Inc

Approval Requested:		Meeting Date:
☒	Board of Finance	6/15/2026
☒	City Council	6/29/2026
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	5/29/2026	Nicolas Longo
Mayor's Office	Yes	6/9/2026	Lisa Gerlach
Board/Commission	Yes	6/3/2026	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	6/9/2026	Hayley McClenahan
CAO for budget, financing, and memo	Yes	6/7/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

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

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

DATE: June 15, 2026
June 29, 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 (RSIP) 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. To meet the timing requirement of the OLDCC grant we needed to split the requests for bids in two parts. This was due to a change in FAA acoustical requirement during this grant funding opportunity. We will have a second request for bids Fall of 2026 for an additional group of homes. Dependent on the bid results and pricing, the amount of homes could exceed the 58 total homes. The Jones Payne Group (JPG) will be under contract for construction oversight services for the entire project.

OLDCC

The Community Noise Mitigation Program through OLDCC, is intended to facilitate the installation of sound insulation in eligible facilities. Through 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:

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 a total approved amount up to $4,957,481.00 for the construction improvements for 39 housing units by the OLDCC funded Residential Sound Insulation Program, and any other related documents necessary or convenient to carry out the project, subject to review and approval as to form by 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 a total approved 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, and any other related documents necessary or convenient to carry out the project subject to review and approval as to form by 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 a total approved amount up to $4,957,481.00 for the construction improvements for 39 housing units by the OLDCC funded Residential Sound Insulation Program, and any other related documents necessary or convenient to carry out the project subject to review and approval as to form 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 a total approved 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, and any other related documents necessary or convenient to carry out the project subject to review and approval as to form by City Attorney's Office.

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, Lousiville, 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

Page

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=ZB0PA7orPjLOfl5bAI

Meeting ID: 224 170 039 367 301 **Passcode:** C8yY2SN9

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, form 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.

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=ZB0PA7orPjLOfl5bAI

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.

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	Macdougall, 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			

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 & Chevrette, 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		

0010-01141	Tilley, Frances	1141 Airport Dr	South Burlington		

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:_____

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)

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program, OLDCC BID 1

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.

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 is 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) _____

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:

(SEAL)

Name ofPrincipal

By: _____

WITNESS:

(SEAL)

Name of Surety

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 [_____] ("Contractor"), a Vermont corporation located at [_____].

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 $[_____]. 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 [_____]
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: _____

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 [_____]

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 Contract Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

18. 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 resent 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 anycontract?

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:

Job Title	Hourly wages	Benefits
CARPENTER		
ELECTRICIAN		
PAINTERS		
PIPEFITTERS		
PLUMBERS		
ROOFERS		
POWER EQUIPMENT OPERATORS		
TRUCKER DRIVERS		
LABORERS		
OTHERS		

16. List specific projects which your organization has completed in the last five years (Attach additional sheet if required):

Contract Amount	Type of Work	% of Subcontract	When Completed	Location	Name, Address and Telephone of Owner

17. List all field supervisory personnel and indicate their construction experience:

Name	Present Position or Office	No. of Years With this Firm	Construction Experience	Magnitude and Type of Work	In what Capacity

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:

RATING	TYPE OF WORK

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 BID Four Million Five Hundred Six Thousand Eight Hundred One & 00/100s

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.

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 hundre 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 eightteen 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

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

0010-01141	Tilley, Frances	1141 Airport Dr	South Burlington	108,308.30	one hundred eight thousand three hundred eight & 30/100s

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 A Yount Jr.
Duly Authorized Agent

Subscribed and sworn to before me
Notary

LISA G. GREEN
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP35150
MY COMMISSION EXPIRES AUGUST 16, 2029

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: Robert A Smith
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)

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program, OLDCC BID 1

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, 2026

(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 [illegible] 2026

Notary Public

My commission expires 8-16-2027
(Name and Title) Lisa G. Green, Notary

Patrick Leahy Burlington International Airport
Residential Sound Insulation Program, OLDCC BID 1

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 is 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: Robert A Yount Jr. 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 Fearn

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 Addidion	$ 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	Wallkill Correctional Facility #43091-C Replace Windows Bldg. 12	$ 4,464,761	2/26/2015	Complete	Wallkill	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 Marion 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	Elford	(614) 488-4000
2763	JCI 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	Buzik Construction	502-348-6401
2767	East Campus Parking Structure 1	$ 568,310	9/5/2017	Complete	Ft. Mead	MD	Clark Construction Group, LLC	301-272-8280
2768	University of Pikeville Health Professions Education Building	$ 2,366,220	3/2/2017	Complete	Pikeville	KY	Codell Construction Company	859-744-2222
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 DRC-090051	$ 3,138,744	8/28/2019	Complete	Lebanon	OH	Ohio Facilities Construction Commission	614-387-1048
2772	Toyota Georgetown PE Office	$ 1,916,460	5/8/2017	Complete	Georgetown	KY	Dervon 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. / Closner 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) 272-8100
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	1/1/2019	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 Johns 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	IU Eskenazi 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	$ 7,493,636	12/16/2021	Complete	Cincinnati	OH	Skanska USA Building, Inc.	513-748-9960
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 CJC (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 - Phase4	$ 440,786	1/28/2021	Complete	Lakewood	OH	12900 Lake Avenue Condominium Association aka The Carlyle	216-221-6060
2809	11th Street Parking 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 Belknap 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	$ 5,171,292	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	Oxmoor Center Phase 2	$ 509,452	1/18/2023	Complete	Louisville	KY	Hoar Construction	(205) 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	Kelley 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 Compnay	(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	Marrilia 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.

Superintendant

Judah Yount **314-315-2017**
2948 Flucom Rd
Desoto MO 63020 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)

STRONG TOWER
EXTERIOR ENVELOPE WALL SYSTEMS

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

Robert A Smith
Signature

May 4, 2026
Date

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:

_____(Seal)
(Individual Principal)

_____
(Business Address)

_____

(Partnership) Strong Tower Construction, LLC

By: _____
Benjamin Feinn, President

1901 South 7th Street, Louisville, KY 40208
(Business Address)

Attest: _____

(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, 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

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

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 1 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 _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

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.

By: DocuSigned by: Janie Clark
876B6D3E22384A6...
Janie Clark, Assistant Secretary

Ed. 0824

Docusign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E48

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

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 Contract Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

18. **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, 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: Robert Yount
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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Insurance Companies	19488
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Strong Tower Construction, LLC
1901 South 7th Street
Louisville KY 40208

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			CPP21165280502	12/31/2025	12/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA21165290502	12/31/2025	12/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CU21165310502	12/31/2025	12/31/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC21165320502	12/31/2025	12/31/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Inland Marine- Contractors Equipment			IM21165300502	12/31/2025	12/31/2026	Leased/Rented Limit Installation Floater	$240,000 $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

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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 Contract Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

18. 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 thereinto, and that to the best of my knowledge and belief, the foregoing is true and correct. (See 13 V.S.A. 2904(b).)

Date: _____ 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

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***		
	AMOUNTS		
FIRM	**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**	
Subtotal Hours $s Task 1		**$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**	
Subtotal Hours $s Task 2		**$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 RFI's & 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**	**$0**		**$ 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**	**$0**		**$ 241,358**

	Direct Expenses													**Expenses Cost**
DIRECT EXPENSES		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					**Expenses Cost**	
DIRECT EXPENSES		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						**Expenses Cost**	
DIRECT EXPENSES		Rate	Units	Samples	People		**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				**Expenses Cost**
DIRECT EXPENSES		Rate	Units	Quantity	**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): 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 Brown & Brown Insurance Services, Inc. 107 Audubon Rd Wakefield MA 01880	**CONTACT NAME:** House Account **PHONE (A/C, No, Ext):** (781) 245-5400 **FAX (A/C, No):** (781) 245-5463 **E-MAIL ADDRESS:**
INSURED The Jones Payne Group Inc. Jones Payne Architects & Planners, Inc. 123 North Washington St. Boston MA 02114	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Transportation Insurance Company — 20494 **INSURER B :** Continental Casualty Company — 20443 **INSURER C :** Beazley America Insurance Company Inc — 37540 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2025 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6021106615	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		6021106615	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		6021106629	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Arch/Eng Prof Liab incl Pollution			C1BA78251001	06/01/2025	06/01/2026	Per Claim Aggregate	2,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

OLDCC Construction Phase Services for 58 Homes
Patrick Leahy Burlington International Airport
South Burlington Vermont
City of Burlington and Burlington International Airport are included as Additional Insureds per written contract under the General, Automobile, and Umbrella Liability insurance policies, subject to same terms and conditions. 30-day notice of cancellation, except 10-day notice for non-payment of premium.
Valuable Papers: $370,000

CERTIFICATE HOLDER

City of Burlington and Burlington International Airport
1200 Airport Drive, Suite 1
South Burlington, VT 05403

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2864176

DATE (MM/DD/YYYY): 05/18/2026

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
INSURED **THE JONES PAYNE GROUP, INC.** **123 N WASHINGTON ST FL 3** **BOSTON, MA 02114-2113**	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [blank]	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [blank]	$ $ $ $ $
	UMBRELLA LIAB ☐ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE [blank]	$ $ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		C7398046A	10/01/2025	10/01/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

OLDCC Construction Phase Services for 58 Homes | Patrick Leahy Burlington International Airport South Burlington Vermont

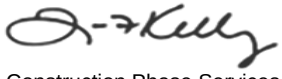
CERTIFICATE HOLDER

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



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Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo

Title/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).

Approval Requested:		Meeting Date:
☒	Board of Finance	6/15/2026
☒	City Council	6/29/2026
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	5/29/2026	Nicolas Longo
Mayor's Office	Yes	6/9/2026	Lisa Gerlach
Board/Commission	Yes	6/3/2026	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	6/9/2026	Hayley McClenahan
CAO for budget, financing, and memo	Yes	6/7/2026	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

City of Burlington
Department of Public Works

Parking Services Division
645 Pine Street
Burlington, VT 05402
P 802-540-2380
www.burlingtonvt.gov/parking

Memo

To: Board of Finance
City Council

From: Chapin Spencer, Director of Public Works
Jackie Esperti, Division Director, Parking and Traffic

CC: Tony Berry, Human Resources Manager
Lynn Reagan, Human Resources Director

Subject: Traffic Workgroup Reorganization

Date: June 15, 2026, June 29, 2026

Request:
The Department of Public Works (DPW) is seeking City Council approval to restructure the City's Traffic workgroup within the DPW Parking & Traffic Division to better meet the future needs of the City while also increasing recruitment and retention, expanding career growth opportunities and building an even higher-performing, revenue-generating team. This effort includes:

- Merging the two siloed workgroups (Traffic and Signals) into one cross-trained team
- Creating new three-tiered positions with broader roles and greater career growth
- Updating/reclassifying the Working Foreperson job description

This overall proposal keeps the staffing level the same for the Traffic workgroup – changing only the structure and job descriptions within the workgroup.

Background:
The City's Traffic workgroup is responsible for installation, maintenance and upgrade of all street lines (including crosswalks), street signs, traffic signals and the crossing guard program. This workgroup's operations are financially self-sufficient – with the special revenue fund (Traffic Fund) raising the large majority of its annual revenue from on-street parking revenues.

The drivers for the proposed reorganization and tiering include the increasing technical requirements of the work, the operational need to have this small workgroup cross trained, and the desire to have this workgroup able to complete more signal construction in-house. To this

last point, the City recently secured a $1.4M Safe Streets for All Federal Grant to upgrade 9 intersections on Main Street from South Willard through the Staples Plaza. To successfully achieve this work within the grant period and before the Winooski Bridge project needs this corridor for a primary detour route, the cross-trained and tiered structure will give the Traffic workgroup the most capability and flexibility.

Component #1: Merge Positions into Cross-Trained Team:
The proposed tiered Traffic Technician positions merge three formerly siloed positions:

- 3 – Grade 14 Traffic Maintenance Worker positions
- 1 – Grade 16 Signal Technician position
- 1 – Grade 18 Senior Signal Technician position

The proposed tiered positions offer a graduated increase in the International Municipal Signal Association (IMSA) level requirements. The first position (Traffic Technician I) does not have a requirement, tier two (Traffic Technician II) requires an IMSA level 1 certification and tier three (Traffic Technician III) requires an IMSA level 2 certification. This is a technical, industry-specific certification and we are pleased that all of our current team members have achieved at least IMSA level 1.

A three-tiered structure provides an introductory opportunity for job seekers to start their career with the City and then encourages and rewards motivated staff to grow their skills and operate at a higher level. When the training and experience results in the demonstrated competency to handle greater responsibilities and provide a more technical service to the city, there is a monetary reward and status that is achieved. Tiering the Traffic Technician position is a great tool to realize those outcomes.

The proposed three-tiered career ladder for the 5 FTEs is as follows:

- Grade 14 Traffic Technician I – an entry level position that invites someone interested in working in the traffic field to apply
- Grade 16 Traffic Technician II – requiring a higher competency including IMSA Level 1, a Class B CDL and the ability to pass some practical exams.
- Grade 17 Traffic Technician III – requires IMSA level 2 certification, extensive technical knowledge of our traffic signal network and the ability to help train staff in the first two tiers

To ensure the tiering is fairly evaluated and granted, management has established a written checklist that includes tasks, tests, trainings and skills that must be fully met before the current team is cleared to advance into a Tier I or Tier II position.

To ensure a smooth transition, DPW management, Human Resources and AFSCME have developed an agreement to clarify the initial implementation process. Key elements include:

- Placing the 3 existing Traffic Maintenance Workers into Traffic Technician II positions and allowing them 12 months to achieve all requirements needed to remain in that position.
- Placing the 1 existing Signal Technician into Traffic Technician III position and allowing them 12 months to achieve all requirements needed to remain in that position.
- Placing the current Senior Signal Technician into a Traffic Technician III position and to remain at a Grade 18 until the position is vacated. Once the position is vacated, it will be posted for hire with the tiered positions and the respective grades listed above.

Component #2: Restructured and Reclassified Working Foreperson Position
In addition to the tiered position above, we have re-written the job description for the Working Foreperson. This new JD includes IMSA level II certification and IMSA Traffic Signal Inspector Certification which will serve the city well given the increasing complexity of modern signal systems. In addition to these added technical skills, the working foreperson will be formally coordinating the activities of all 5 tiered employees, up from just the three Traffic employees currently. The work includes assisting the manager to oversee scheduling, job preparation and execution, employee training, and secure cash handling. This updated and expanded job description was graded by HR and is proposed to be a Grade 18 position. Similar to above, the current Working Foreperson will be placed in this role and have 12 months to achieve all job requirements.

In order to appropriately document the terms of this upcoming transition for the workgroup, management and the union have drafted the attached agreement. It has been reviewed by the City Attorney as well.

Financial Impact
Based on the agreement terms outlined above, the total projected additional costs in FY'27 are estimated as $32,106.91 and are broken out as follows:

- $22,569.25 more to have the 3 Traffic Maintenance Workers placed into Traffic Tech I positions
- $4,774.46 more to have the existing Signal Technician placed into a Traffic Tech II position
- $0 more to place the existing Senior Signal Tech into a Traffic Technician II position
- $4,763.20 more to have the Working Foreperson reclassified to grade 18

The Traffic Fund is a self-supporting special revenue fund and the FY'27 budget can accommodate these additional expenses.

Conclusion:
The restructuring of the Traffic workgroup in the DPW Parking & Traffic Division is necessary to better meet the future traffic needs in the City. Merging and cross-training workgroups, creating a clearer organizational structure, and developing a stronger career ladder for employees will deliver greater value for the City long-term.

Thank you for your consideration. Feel free to reach out to either of us (cspencer@burlingtonvt.gov or jesperti@burlingtonvt.gov) with any questions or feedback.

Motion:

Board of Finance: To approve and recommend that the City Council authorize:

1. The reclassification of the Traffic Maintenance Worker position from a Full-time, Non-exempt, AFSCME, Grade 14 position to the Traffic Technician I, a Full-time, Non-exempt, AFSCME, Grade 14 position, and the Traffic Technician II position, a Full-time, Non-exempt, AFSCME, Grade 16 position and the Traffic Technician III position, a Full-time, Non-exempt, AFSCME, Grade 17 position.
2. The reclassification of the Working Foreperson position from a Full-time, Non-exempt, AFSCME, Grade 16 position to the Working Foreperson, a Full-time, Non-exempt, AFSCME, Grade 18 position.
3. Approve and Authorize the Director of Public Works to execute a Memorandum of Agreement between AFSCME Local #1343 and the City of Burlington Regarding the Upward Tiering for Department of Public Works Traffic Division, which memorializes incumbent employee classifications during the initial tiering implementation.

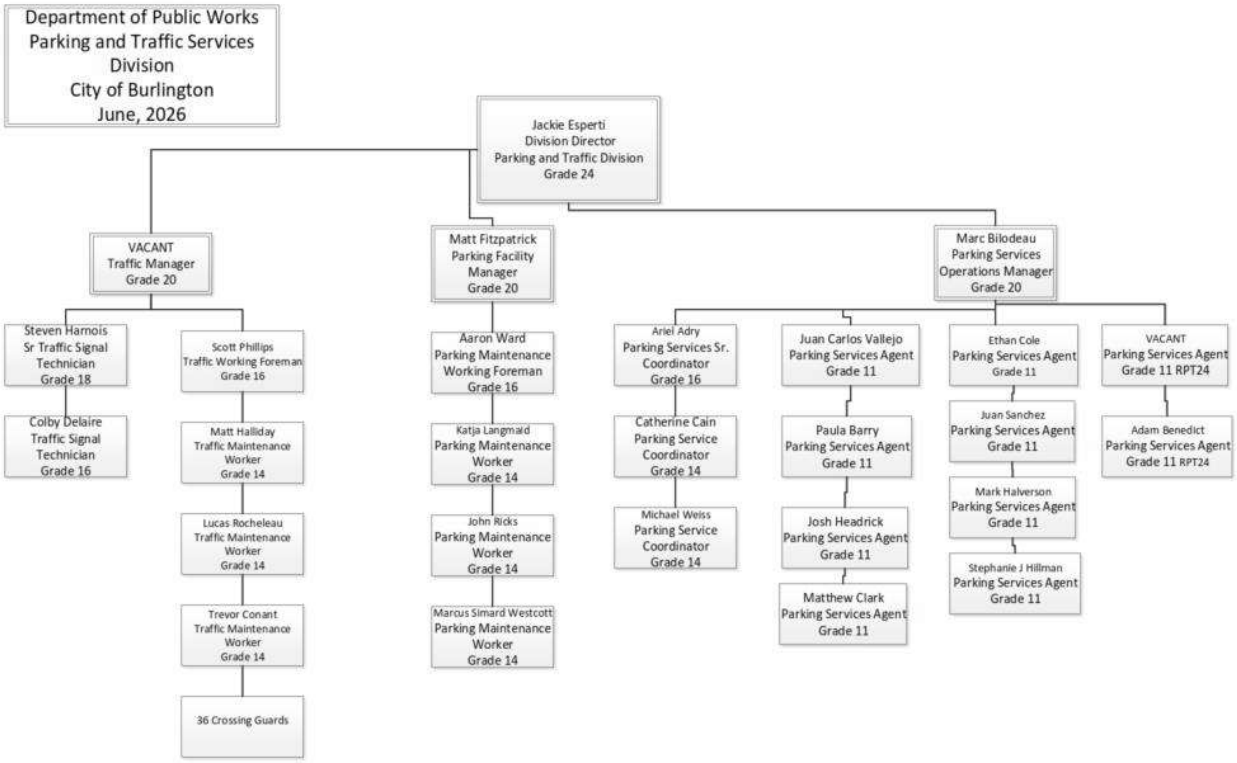
City Council: To approve and authorize:

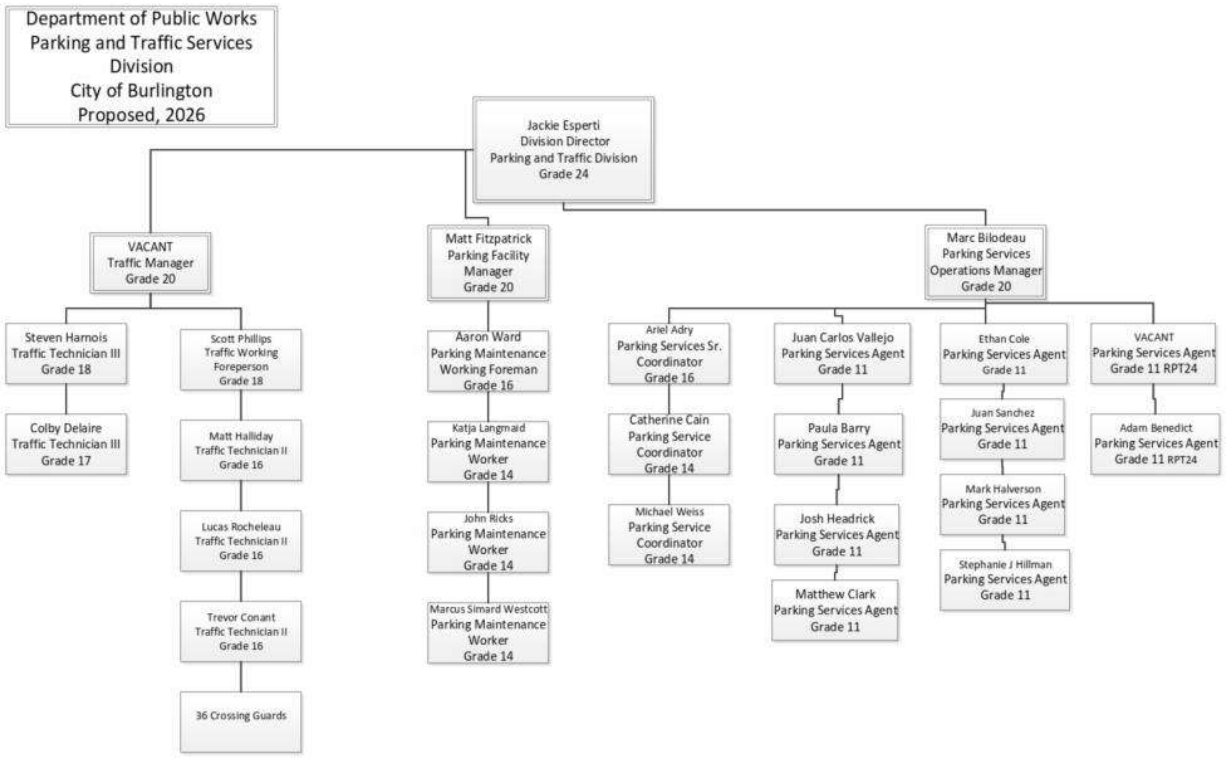
1. The reclassification of the Traffic Maintenance Worker position from a Full-time, Non-exempt, AFSCME, Grade 14 position to the Traffic Technician I, a Full-time, Non-exempt, AFSCME, Grade 14 position, and the Traffic Technician II position, a Full-time, Non-exempt, AFSCME, Grade 16 position and the Traffic Technician III position, a Full-time, Non-exempt, AFSCME, Grade 17 position.
2. The reclassification of the Working Foreperson position from a Full-time, Non-exempt, AFSCME, Grade 16 position to the Working Foreperson, a Full-time, Non-exempt, AFSCME, Grade 18 position.
3. Approve and Authorize the Director of Public Works to execute a Memorandum of Agreement between AFSCME Local #1343 and the City of Burlington Regarding the Upward Tiering for Department of Public Works Traffic Division, which memorializes incumbent employee classifications during the initial tiering implementation.

Attachments:

1. Traffic Technician I – Job Description

2. Traffic Technician II – Job Description
3. Traffic Technician III – Job Description
4. Traffic Working Foreperson – Job Description
5. Memorandum Of Agreement
6. Organizational Charts


Department of Public Works
Parking and Traffic Services
Division
City of Burlington
June, 2026
Jackie Esperti
Division Director
Parking and Traffic Division
Grade 24
VACANT
Traffic Manager
Grade 20
Matt Fitzpatrick
Parking Facility
Manager
Grade 20
Marc Bilodeau
Parking Services
Operations Manager
Grade 20
Steven Harnois
Sr Traffic Signal
Technician
Grade 18
Colby Delaire
Traffic Signal
Technician
Grade 16
Scott Phillips
Traffic Working Foreman
Grade 16
Matt Halliday
Traffic Maintenance
Worker
Grade 14
Lucas Rocheleau
Traffic Maintenance
Worker
Grade 14
Trevor Conant
Traffic Maintenance
Worker
Grade 14
36 Crossing Guards
Aaron Ward
Parking Maintenance
Working Foreman
Grade 16
Katja Langmaid
Parking Maintenance
Worker
Grade 14
John Ricks
Parking Maintenance
Worker
Grade 14
Marcus Simard Westcott
Parking Maintenance
Worker
Grade 14
Ariel Adry
Parking Services Sr.
Coordinator
Grade 16
Catherine Cain
Parking Service
Coordinator
Grade 14
Michael Weiss
Parking Service
Coordinator
Grade 14
Juan Carlos Vallejo
Parking Services Agent
Grade 11
Paula Barry
Parking Services Agent
Grade 11
Josh Headrick
Parking Services Agent
Grade 11
Matthew Clark
Parking Services Agent
Grade 11
Ethan Cole
Parking Services Agent
Grade 11
Juan Sanchez
Parking Services Agent
Grade 11
Mark Halverson
Parking Services Agent
Grade 11
Stephanie J Hillman
Parking Services Agent
Grade 11
VACANT
Parking Services Agent
Grade 11 RPT24
Adam Benedict
Parking Services Agent
Grade 11 RPT24


Department of Public Works
Parking and Traffic Services
Division
City of Burlington
Proposed, 2026
Jackie Esperti
Division Director
Parking and Traffic Division
Grade 24
VACANT
Traffic Manager
Grade 20
Matt Fitzpatrick
Parking Facility
Manager
Grade 20
Marc Bilodeau
Parking Services
Operations Manager
Grade 20
Steven Harnois
Traffic Technician III
Grade 18
Colby Delaire
Traffic Technician III
Grade 17
Scott Phillips
Traffic Working
Foreperson
Grade 18
Matt Halliday
Traffic Technician II
Grade 16
Lucas Rocheleau
Traffic Technician II
Grade 16
Trevor Conant
Traffic Technician II
Grade 16
36 Crossing Guards
Aaron Ward
Parking Maintenance
Working Foreman
Grade 16
Katja Langmaid
Parking Maintenance
Worker
Grade 14
John Ricks
Parking Maintenance
Worker
Grade 14
Marcus Simard Westcott
Parking Maintenance
Worker
Grade 14
Ariel Adry
Parking Services Sr.
Coordinator
Grade 16
Catherine Cain
Parking Service
Coordinator
Grade 14
Michael Weiss
Parking Service
Coordinator
Grade 14
Juan Carlos Vallejo
Parking Services Agent
Grade 11
Paula Barry
Parking Services Agent
Grade 11
Josh Headrick
Parking Services Agent
Grade 11
Matthew Clark
Parking Services Agent
Grade 11
Ethan Cole
Parking Services Agent
Grade 11
Juan Sanchez
Parking Services Agent
Grade 11
Mark Halverson
Parking Services Agent
Grade 11
Stephanie J Hillman
Parking Services Agent
Grade 11
VACANT
Parking Services Agent
Grade 11 RPT24
Adam Benedict
Parking Services Agent
Grade 11 RPT24

MEMORANDUM OF
AGREEMENT BETWEEN
AFSCME LOCAL #1343 AND THE CITY OF
BURLINGTON
RE: UPWARD TIERING FOR DEPARTMENT OF PUBLIC WORKS
TRAFFIC DEPARTMENT

This is an Agreement between the American Federation of State, County, and Municipal Employees, Local #1343 ("AFSCME" or "Union") and the City of Burlington ("City"), acting by and through the Department of Public Works ("DPW" or "Department"), collectively "Parties", meant to memorialize the Parties' understanding and agreement with respect to the terms and conditions regarding upward tiering of the Traffic Division.

WHEREAS, the City and Department wish to recognize the dedication and perseverance of the Traffic Department; and

WHEREAS, in an effort to cross train all individuals in the Traffic Division and provide defined career development opportunities; and

WHEREAS, AFSCME representatives and DPW Management have worked together to develop an upward tiering structure where there are three levels within each Traffic Technician, formerly Traffic Maintenance Technician, job description to allow for the City to hire candidates with a base level of skills while also rewarding staff who proactively work to gain proficiencies and certifications; and

WHEREAS, AFSCME representatives requested that existing employees Trevor Conant, Matthew Halliday, and Lucas Rocheleau be elevated into the Traffic Technician II role upon execution of this MOU. The aforementioned employees have the opportunity to start at the higher tier with the understanding that they will need to meet the requirements of that role as stated in the job description within 12 months of the date of the MOU's execution to stay at the higher tier; and

WHEREAS, AFSCME representatives requested that existing employee Colby Delaire be elevated into the Traffic Technician III role upon execution of this MOU. The aforementioned employee has the opportunity to start at the higher tier with the understanding that they will need to meet the requirements of that role as stated in the job description within 12 months of the date of the MOU's execution to stay at the higher tier; and

WHEREAS, AFSCME representatives requested that existing employee Steven Harnois be moved into the Traffic Technician III role upon execution of this MOU. The aforementioned employee has the opportunity to start at this tier with the understanding that

they will need to meet the requirements of that role as stated in the job description within 12 months of the date of the MOU's execution to stay at that tier. So there is no loss in pay for the aforementioned employee during this new organizational structure, the City and AFSCME representatives agree that Mr. Harnois remain at his current Grade (18) and on the same annual schedule for any Step increases until he no longer occupies that role. Upon the vacancy of the role Mr. Harnois currently occupies, the Senior Traffic Signal Technician will be eliminated with no loss in headcount to the Division; and

WHEREAS, upon execution of the agreement as it relates to the specific terms of this agreement, all aforementioned employees of the Traffic Division waive their right to any back-pay for work and training outside of their former job descriptions. Additionally, the incumbent Traffic Working Foreperson's role will also be reclassified in this organizational structure change and that employee, Scott Phillips, also agrees to waive any back-pay for work and training outside of the former job description.

NOW THEREFORE, in recognition of the foregoing, the Parties agree as follows:

1. The Traffic Maintenance Worker, Traffic Signal Technician, and Senior Traffic Signal Technician positions are hereby reclassified as Traffic Technician I, Traffic Technician II, and Traffic Technician III, with job descriptions and qualifications as set forth in Attachment A hereto.

2. Trevor Conant, Matthew Halliday, and Lucas Rocheleau will be elevated into the Traffic Technician II role. Second tier employees shall achieve the full certification, training, and proficiencies required for their tier within twelve (12) months of the implementation date. If any employee fails to meet such requirements within said twelve (12) month period, the employee may revert to the first tier grade unless circumstances out of their control prevented the employees from obtaining said requirements.

3. Colby Delaire will be elevated into the Traffic Technician III role. This third tier employee shall achieve the full certification, training, and proficiencies required for their tier within twelve (12) months of the implementation date. If the employee fails to meet such requirements within said twelve (12) month period, the employee may revert to the second tier grade unless circumstances out of their control prevented the employee from obtaining said requirements.

4. Steven Harnois will be elevated into the Traffic Technician III role. This third tier employee shall achieve the full certification, training, and proficiencies required for their tier within twelve (12) months of the implementation date. Additionally, the aforementioned employee during will remain at his current Grade (18) and on the same annual schedule for any Step increases until he no longer occupies that role. Upon the vacancy of the role Mr. Harnois

currently occupies, the Senior Traffic Signal Technician will be eliminated with no loss in headcount to the Division.

5. It is agreed and understood that the City has complied with its personnel policies and the Collective Bargaining Agreement with the Union in creating the new reclassified positions, and that this Memorandum of Agreement complies fully therewith. Both parties knowingly and voluntarily waive any claim to the contrary.

6. As of the Effective Date of this Agreement, the Parties agree that all employees who are 'tiered-up' as a result of this Agreement will begin the new functions of the higher tier as of the Effective Date. Accordingly, the Parties agree the pay associated with the higher tier will go into effective upon the Effect Date and that no back pay is owed pursuant to Article 9.2 of the Collective Bargaining Agreement.

7. The above-mentioned terms, beliefs and conditions are agreed upon by both Parties and shall not be altered or amended unless further agreed upon and reduced to writing by both parties. The Parties agree that this Memorandum of Agreement in no way alters the terms of conditions of the Collective Bargaining Agreement between the City and Union. This Agreement and the Collective Bargaining Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements or understandings between the parties with respect to the same, whether written, oral, or implied. This Agreement shall not be construed against its drafter. No waiver of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another term. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of the Agreement shall continue in full force and effect to the extent necessary to implement the original intent of the Parties as fully as possible. This Agreement may be executed in counterparts, each of which shall be deemed an original. It may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

-signature page to
follow-

Dated at Burlington, VT this ___ day of June, 2026.

City of Burlington

American Federation of State, County, and Municipal Employees, Local #1343

By: _____

Chapin Spencer, Director of Public Works

By: _____

Colby Delaire, President, AFSCME Local 1343

City of Burlington
Job Description

Position Title: Traffic ~~Maintenance~~ Technician ~~Worker~~ I

Department: Department of Public Works

Reports to: Traffic ~~Foreman~~Manager

Pay Grade: ~~14~~

Job Code: 453

Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

General Purpose: This position is responsible for painting road markings, snow removal, and installation of signs, as well as the installation, maintenance and repair of parking meters/kiosks. This position allows the opportunity to learn signal work and grow within that specialty. In addition, this position is responsible for assisting in all Right of Way (ROW) operations as needed.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Paint crosswalks, arrows, stop bars, school legends, railroad legends, and other markings~~only's~~.
- Maintain paint machine and all associated products.
- Plow snow as part of the City's ~~Snow Fighting Program.~~Snow and Ice Control Plan.
- Operate manual and motorized snow removal equipment.
- Install, maintain and repair all parking meters and kiosks throughout the City of Burlington.
- Collect, record and deposit all meter revenue~~.~~ as needed. ~~on a daily basis.~~
- Produce reports for all meters and pay stations collected from to include type of meter/pay station, (i.e. 1-hour, 2-hour etc.), route, time of deposit, and person collecting.
- Assist in the lay-out and spacing of proposed meters.
- ~~Maintain and keep up-to-date records on the Meter Master List.~~
- ~~Repair and maintain all City parking lot pay stations and entry/exit gates.~~
- ~~Collect, record and deposit pay station revenue as needed.~~
- ~~Repair and Maintain Kiosk in the city~~
- Assist in the installation, repair and removal all traffic signs ~~C~~city-wide.
- Know how to use sign printer computer and set up for sign printing.
- Assist in the installation of all roadway and parking lot pavement markings.
- Assist other ROW work teams when needed.

- Gather asset information for the various categories of infrastructures, signs, kiosk, signals, making use of hand-held computer and GPS receiver.
- Assists other Traffic technicians~~Traffic Maintenance Worker I & II~~ with si[illegible]

repairs.~~Cross training into signals (being able to respond to knock downs and resets).~~

- Act as "Ambassador" for the City, carrying out work and interacting with co-workers and the public in a respectful, professional manner.
- May be required to be on call.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High school diploma or GED and ~~two (2) years of experience~~an aptitude for working with and repairing small mechanical devices~~ or other related field required~~.
- Ability to obtain a valid Vermont State CDL Class B Driver's License within 12~~6~~ months of employment .
- ~~Hold a valid Drivers License in good standing~~Valid driver's license required. A valid driver's license shall be defined as a current state of residence-issued license to operate a motor vehicle on public roadways. Position also requires the ability to be covered under the City's vehicle insurance policy prior to operation of any City vehicles or non-City vehicles for City business.

Must advance to Traffic Maintenance Technician I within 18~~24~~ months of hire or a mutually agreeable extended timeline between management and union if management determines that there are valid circumstances.

- Ability to interact with co-workers and the general public in a courteous and professional manner.
- Ability to create and maintain an environment that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- ~~Demonstrate honesty, integrity, and ethical behavior at all times.~~
- Ability to learn and use information and knowledge for all new technological changes in the parking meter~~/~~ pay station~~,~~ industry.
- Must be a flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.
- Ability to maintain professional appearance while engaging in field work, by refraining from any use of profanity, inappropriate language, or inappropriate behavior required.
- Aptitude~~Ability~~ to operate snow plowing equipment using front plow and salting unit, and wing plow.
- Aptitude~~Ability~~ to operate rotary and jack hammers, scarifiers, and other mechanical equipment.
- Aptitude~~Ability~~ to operate ~~Bob-Cat~~skid steer, bucket loader and sidewalk plow.
- Ability to manually lift and operate 45-pound post driver for installation of 12~~-~~ foot sign poles.
- Ability to lift and carry 75 pounds with assistance required.
- Ability to obtain appropriate certification of completion for all classes and trainings attended as required to maintain department equipment.
- Must be able to work nights, weekends and holidays as required.

- Familiarity with traffic control procedures preferred.
- Ability to lay out parking spaces preferred.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.
-

Physical & Mental/Reasoning Requirements; Work Environment:
These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 75 pounds)
x	hearing/listening	x	carrying (specify 75 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
~~x~~	reading – basic	x	pushing/pulling
X	reading – complex	x	shift work
~~x~~	math skills – basic	x	moving objects
X	math skills – complex	x	pressurized equipment
~~x~~	writing – basic	x	extreme heat
X	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:
Directly Supervises: 0 Indirectly Supervises: 0~~1-3~~

Disclaimer:
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:
Department Head: _____ Date: _____

Human Resources: _____ Date: _____

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

~~Updated 10/13/04; final 12/3/04. Revised 08/28/07 final. Revised 6/19/08. Revised 01/17/2014. Revised 2/19/2015. Revised October 2018.~~ Created~~Revised~~ 5/2026.

City of Burlington
Job Description

Position Title: Traffic ~~Maintenance~~ Technician ~~Worker~~ II

Department: Department of Public Works

Reports to: Traffic ~~F~~Manager~~oreman~~

Pay Grade: ~~14~~

Job Code: 453

Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

General Purpose: This position is responsible for painting road markings, snow removal, and installation of signs, as well as the installation, maintenance and repair of parking meters/kiosks. This position also completes basic traffic signal maintenance and repair work~~allows the opportunity to learn signal work and grow within that specialty~~. In addition, this position is responsible for assisting in all Right of Way (ROW) operations as needed.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Everything included in Traffic Maintenance Worker~~—~~ – Trainee.
- Paint crosswalks, arrows, stop bars, school legends, railroad legends, and other markings~~only's~~.
- Maintain paint machine and all associated products.
- Plow snow as part of the City's ~~Snow Fighting Program.~~Snow and Ice Control Plan.
- Operate manual and motorized snow removal equipment.
- Install, maintain and repair all parking meters and kiosks throughout the City of Burlington.
- Assist in traffic related civil construction activities.
- Assist in routine and preventative maintenance on Traffic signal system, including but not limited to, burnouts, timing changes, periodic testing, knock-downs, up-grades, etc.
- Assist in troubleshooting microprocessor problems and assist in making repairs, including but not limited to, chip, component, sensor, optical detectors and conflict monitors, etc.
- Collect, record and deposit all meter revenue~~,~~ as needed. ~~on a daily basis.~~
- Produce reports for all meters and pay stations collected from to include type of meter/pay station, (i.e. 1-hour, 2-hour etc.), route, time of deposit, and person collecting.
- Assist in the lay-out and spacing of proposed meters.
- ~~Maintain and keep up-to-date records on the Meter Master List.~~
- ~~Repair and maintain all City parking lot pay stations and entry/exit gates.~~
- ~~Collect, record and deposit pay station revenue as needed.~~
- ~~Repair and Maintain Kiosk in the city~~
- Assist in the installation, repair and removal all traffic signs ~~C~~city-wide.

- Performs maintenance and/or repair of parking ban lights.
- Oversees and works with contract partners and work done by contract partners.
- ~~Know how~~Ability to use sign printer computer and set up for sign printing.
- Assist in the installation of all roadway and parking lot pavement markings.
- Assist other ROW work teams when needed.
- Gather asset information for the various categories of infrastructures, signs, kiosk, signals, making use of hand-held computer and GPS receiver.
- Conducts basic traffic signal maintenance and repairs while assisting other Traffic ~~Maintenance Worker II~~ ontechnicians on larger repairs.~~Cross training into signals (being able to respond to knock downs and resets).~~
- Act as "Ambassador" for the City, carrying out work and interacting with co-workers and the public in a respectful, professional manner.
- ~~May be r~~Required to be on call.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- High school diploma or GED and two (2) years of experience working with and repairing small mechanical devices or other related field required.
- ~~Ability to obtain a v~~Valid Vermont State CDL Class B Driver's License ~~within 6 months of employment.~~
- Must have IMSA Level I Certification
- Have 40 hours of Bucket Truck experience, including areal, driving, set up and tear down
- Obtain a Flagger Certification Training Certificate within 3 months of hire and then maintain.
- Pass the following practical exams ~~to obtain level II and every year thereafter~~annually:
    - Hot gloves
    - 5 Point Safety Harness
    - Bucket Truck

Must obtain and maintain an OSHA 30 certification within 3 months of hire
Must obtain a CPR Certification within 3 months of hire
Must be comfortable working with electrical voltage up to 120v

- Complete a yearly professional development, leadership or communication training with a minimum of 4 hours.
- Help train Traffic Maintenance Trainees in job responsibilities such as painting, signs, meters, and basic signal work~~Work with Traffic Maintenance Trainees to continuing learning and training on signal work~~
- Ability to interact with co-workers and the general public in a courteous and professional manner.
- Ability to create and maintain an environment that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- ~~Demonstrate honesty, integrity, and ethical behavior at all times.~~
- Ability to learn and use information and knowledge for all new technological changes in the parking meter~~/,~~ pay station~~,~~ industry.

- Must be a flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.
- ~~Ability to maintain professional appearance while engaging in field work, by refraining from any use of profanity, inappropriate language, or inappropriate behavior required.~~
- Ability to operate snow plowing equipment using front plow and salting unit, and wing plow.
- Ability to operate rotary and jack hammers, scarifiers, and other mechanical equipment.
- Ability to operate skid steer~~Bob-Cat~~, bucket loader and sidewalk plow.
- Ability to manually lift and operate 45-pound post driver for installation of 12 foot sign poles.
- Ability to lift and carry 75 pounds with assistance required.
- Ability to obtain appropriate certification of completion for all classes and trainings attended as required to maintain department equipment.
- Must be able to work nights, weekends and holidays as required.
- Must have ~~F~~f~~amiliarity with~~strong knowledge of traffic control procedures ~~preferred.~~
- Ability to lay out parking spaces ~~preferred.~~
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:
These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 75 pounds)
x	hearing/listening	x	carrying (specify 75 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
x	reading – complex	x	shift work
x	math skills – basic	x	moving objects
	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust

x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:
Directly Supervises: 0 Indirectly Supervises: 1-3

Disclaimer:
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:
Department Head: _____ Date: _____

Human Resources: _____ Date: _____

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

Updated 10/13/04; final 12/3/04. Revised 08/28/07 final. Revised 6/19/08. Revised 01/17/2014. Revised 2/19/2015. Revised October 2018. Revised 5/2026

City of Burlington
Job Description

Position Title: Traffic ~~Maintenance~~ Technician~~Worker~~ III

Department: Department of Public Works

Reports to: Traffic ~~Foreman~~Manager

Pay Grade: ~~14~~

Job Code: 453

Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

General Purpose:

This position is responsible for routine and emergency maintenance on the City's traffic signal system, assisting in the coordination of signal construction and/or modifications, painting road markings, plowing snow ~~removal~~, ~~and~~ installation of signs, ~~as well as the~~and the installation, maintenance and repair of parking meters. In addition, this position is responsible for assisting in all Right of Way (ROW) operations as needed.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Everything included in Traffic Maintenance Technician Trainee and Traffic Maintenance Technician I
- Installs, operates, maintains and repairs traffic signal systems comprising detector units, timing, control cabinets, overhead and underground wiring systems, concrete bases, wood, aluminum and steel structures, signal heads and RRFB and ~~P~~pedestrian signal heads. Performs routine and preventative maintenance on Traffic signal system, including but not limited to, burnouts, timing changes~~issues~~, periodic testing, knock-downs, upgrades, etc.
- Troubleshoots microprocessor problems and make repairs, including but not limited to, chip, component, sensor, optical detectors and conflict monitors, etc.
- Oversees work done by contract and local utility companies in coordination with traffic signal system operations and maintenance.
- Provide technical input for the layout, design and engineering of signalized intersections.
- Works with working foreman to keep inventory of parts and supplies in support of traffic signal maintenance and emergency repair.
- Assist in the training of coworkers on all traffic related technical tasks and systems
- Performs maintenance and repairs of winter Parking Ban lights.
- Maintain accurate records system for maintenance activities at specific traffic signal locations.
- Must be available to plow snow as part of the Snow and Ice Control P~~p~~lan.
- Paint crosswalks, arrows, stop bars, school legends, railroad legends, and other markings~~only's~~.

- Maintain paint machine and all associated products.
- Plow snow as part of the City's ~~Snow Fighting Program~~Snow and Ice Control Plan.
- Operate manual and motorized snow removal equipment.
- Install, maintain and repair all parking meters and kiosks throughout the City of Burlington.
- Collect, record and deposit all meter revenue ~~on a daily basis~~as needed.
- Produce reports for all meters and pay stations collected from to include type of meter/pay station, (i.e. 1-hour, 2-hour etc.), route, time of deposit, and person collecting.
- Performs~~Assist in~~ the lay-out and spacing of proposed meters.
- ~~Maintain and keep up-to-date records on the Meter Master List.~~
- ~~Repair and maintain all City parking lot pay stations and entry/exit gates.~~
- ~~Collect, record and deposit pay station revenue as needed.~~
- ~~Repair and Maintain Kiosk in the city~~
- ~~Assist in~~Performs the installation, repair and removal all traffic signs ~~C~~city-wide.
- ~~Know how to use~~Performs all operation and maintenance for the sign printer computer and set up for sign printing.
- Perform~~Assist in~~ the installation of all roadway and parking lot pavement markings.
- Assist and coordinate with other ROW work teams when needed.
- Gather and manage asset information for the various categories of infrastructures, signs, kiosk, signals, making use of hand-held computer and GPS receiver.
- ~~Cross training into signals (being able to respond to knock downs and resets).~~
- Act as "Ambassador" for the City, carrying out work and interacting with co-workers and the public in a respectful, professional manner.
- ~~May be r~~Required to be on call.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Associates degree in Electrical, Electronics or Communication and (2) two years of experience in traffic signal maintenance or similar field.
- ~~Everything included in Traffic Maintenance Worker II~~
- In lieu of Associate's degree, relevant training experience (3 years) or Journeyman electrician experience (2 years) is required.
- Knowledge of electronics and microprocessor programming.
- Ability to be on-call and work nights, holiday and weekends as conditions require.
- Valid Vermont Class B Commercial Driver's License required
- IMSA (International Municipal Signal Association) Level II Traffic Signal Technician certification required
- Must hold and maintain an OSHA 30 certification
- Must hold a CPR Certification
- Must be proficient with electrical systems with voltage up to 120v
- Pass the following practical exams annually:
    - Hot gloves

- 5 Point Safety Harness
- Bucket Truck

- Have completed 100 supervisor-documented hours of onsite experience with a Working Foreperson
- Ability to safely operate line/bucket aerial boom truck required and signed off by Working Foreperson.
- Knowledge of City Codes and Ordinances, National Electrical Code, MUTCD (Manual of Uniform Traffic Control Devices) standards, and NEMA (National Electrical Manufacturers Association) standards required.
- ~~High school diploma or GED and two (2) years of experience working with and repairing small mechanical devices or other related field required.~~
- ~~Ability to obtain a valid Vermont State CDL Class B Driver's License within 6 months of employment.~~
- Ability to interact with co-workers and the general public in a courteous and professional manner.
- Ability to create and maintain an environment that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Maintain~~Carry~~ a Flagger Certification
- Complete a yearly leadership or communication training with a minimum of 10 hours.
- ~~Demonstrate honesty, integrity, and ethical behavior at all times.~~
- Ability to learn and use information and knowledge for all new technological changes in the parking meter, pay station, industry.
- Must be a flexible team player that takes direction well, is safety conscious, customer-oriented, and willing and able to learn to operate all equipment and perform all tasks as assigned.
- ~~Ability to maintain professional appearance while engaging in field work, by refraining from any use of profanity, inappropriate language, or inappropriate behavior required.~~
- Ability to operate snow plowing equipment using front plow and salting unit, and wing plow.
- Ability to operate rotary and jack hammers, scarifiers, and other mechanical equipment.
- Ability to operate ~~Bob-Cat~~skid steer, bucket loader and sidewalk plow.
- Ability to manually lift and operate 45-pound post driver for installation of 12 foot sign poles.
- Ability to lift and carry 75 pounds with assistance required.
- Ability to obtain appropriate certification of completion for all classes and trainings attended as required to maintain department equipment.
- Must be able to work nights, weekends and holidays as required.
- Mastery of ~~Familiarity with~~ traffic control procedures ~~preferred.~~
- Ability to lay out parking spaces preferred.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.

- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:
These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 75 pounds)
x	hearing/listening	x	carrying (specify 75 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
x	reading – complex	x	shift work
x	math skills – basic	x	moving objects
x	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat
	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:
Directly Supervises: 0 Indirectly Supervises: 1-3

Disclaimer:
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:
Department Head: _____ Date: _____

Human Resources: _____ Date: _____

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

~~Updated 10/13/04; final 12/3/04. Revised 08/28/07 final. Revised 6/19/08. Revised 01/17/2014. Revised 2/19/2015. Revised October 2018.~~ ~~Revised~~Created 5/2026.

City of Burlington
Job Description

Position Title: Traffic Working Foreperson~~man – Traffic~~

Department: Department of Public Works

Reports to: ~~Foreman~~Manager

Pay Grade: ~~16~~

Job Code: 1171

Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

General Purpose: This position is responsible for providing on-site leadership, direction and technical expertise to crewmembers engaged in installation, repair and maintenance work on City facilities and infrastructure.

Essential Job Functions: ~~(~~This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.~~)~~

- Complete required paper-work, including but not limited to; production reports, crew schedules, first report of accident, log of activities, etc.
- Assist crewmembers in maintenance and repair work on City facilities through coordinating crew activities, reviewing work and providing technical oversight.
- Prepare, coordinate and lead assigned work group in daily work assignments and projects including but not limited to scheduling Dig Safe, excavating permits and collecting required deposits.
- Assist the manager to oversee~~s~~ the work of other Traffic positions. This includes:
    - Planning, scheduling and directing the work of team members
    - Assist manager in monitoring, documenting and coaching employee performance including, but not limited to, job duty proficiency and productivity and compliance with City safety requirements.
    - Reviews leave requests for alignment with resource needs and weekly payroll for completeness and accuracy prior to final approval by management.
    - Assists in the hiring process including but not limited to screening, scheduling, interviewing and recommending applicants.
    - Schedules employees for on-call or scheduled call ins as necessary.
    - Evaluation and training of all team members to ensure the compliance and quality of the Traffic Division and the work it produces
    - ~~o~~

~~Assist Manager Foreman with supervision, evaluation and training of crewmembers.~~

- Ensure established Department and Federal safety procedures are followed.

- Requisition required materials to complete projects in a manner consistent with Department policies and procedures.
- Maintain control over progress and quality of work in accordance with departmental goals, objectives and standards.
- ~~Participate in the hiring process including but not limited to screening, rating, interviewing and recommending applicants.~~
- Act as "Ambassador" for DPW, carrying out work in a manner consistent with Department Mission and Vision.
- Perform duties and functions of subordinate positions.
- Perform snow plowing as required.
- Responsible for sorting/counting of meter revenue
- Assist in the depositing of coins
- Responsible for weekly updates of work done from prior week (VUE~~ue~~ Works, Meter Revenue report, Painting, Crossing Guards)
- Responsible for assigning, managing and closing all VUE~~ue~~ Works orders ~~to both Traffic and Signals~~for division
- Keep~~s~~ track of inventory for ~~Traffic and Signals~~division
- Work with Manager to ~~cut costs on materials and help~~ learn more about new materials and recommend technical ways to save on labor and material cost.
- Attend leadership, technical or other professional training to support performance of duties as recommended by management.
- Help~~s~~ oversee quick builds, ~~/~~grant-funded projects and other construction projects
- Work in collaboration with Tech services and all other divisions (Water, Streets Etc) to collaborate on city projects and infrastructure needs within the team's work responsibilities.
- Act as inspector for all team projects and work whether signals, signage or painting to maintain MUTCD and city standards reporting back to the manager.
- Act as Traffic Manager~~Forman~~ in their ~~his/her~~ absence.

Non-Essential Job Functions:

- Perform~~s~~ other duties as required.

Qualifications/Basic Job Requirements:

- High School diploma or equivalent required.
- Three (3) years of experience in construction, maintenance and repair or related field with at least one (1) year in a supervisory or team lead role required.
- Class B CDL license required.
- IMSA Level II required, IMSA ~~Level III~~Traffic Signal Inspector Certification required within 1 year or a written agreement with management to obtain~~.~~
- Must obtain and maintain an OSHA 30 certification within 6~~3~~ months of hire.
- Must obtain a CPR Certification within 3 months of hire.
- Must be proficient in working with electrical voltage up to 120v.
- Ability to direct work activities of a small work crew and lead by example.
- Ability to select and assign staff to each task.
- Ability to determine and demonstrate appropriate methods, procedures and techniques for

tasks assigned.

- Excellent written and verbal communication skills, a strong customer service orientation and demonstrated team building skills are essential.
- Strong problem--solving skills required.
- Strong communication skills, both oral and written required.
- Ability to train and motivate subordinate workers.
- Ability to create and maintain an environment that embraces the 6 operating principles; Customer Service, Fiscal Responsibility, Good Labor Relations, Employee Empowerment, Cooperation and Constant Improvement.
- Ability to operate dump truck, front end loader, asphalt rollers, street sweepers, sidewalk plows, jackhammer, backhoe, bobcat and mad vac and other related equipment.
- Ability to operated wheeled and tracked snow-plow equipment on City streets and sidewalks to plow, remove snow and ice, salt and sand.
- Ability to work outdoors in all weather conditions.
- Ability to lift manholes, covers/frames, bags of concrete (up to 100 lbs. with assistance).
- Ability to work in confined spaces and in moving traffic areas.
- Ability to work nights, weekends and on call required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:
These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 100 pounds)
x	hearing/listening	x	carrying (specify __ pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
x	reading – basic	x	pushing/pulling
x	reading – complex	x	shift work
x	math skills – basic	x	moving objects
X	math skills – complex	x	pressurized equipment
x	writing – basic	x	extreme heat

	writing – complex	x	extreme cold
x	analysis/comprehension	x	high places
x	judgment/decision making	x	noise
x	clerical	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: _____ Indirectly Supervises: __45 (regular + seasonal)___

Disclaimer:
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

Revised 03/10/2011. Revised September 2018. Revised 5/2026.

Board of Finance and City Council Submission Checklist

Department: DPW – Parking and Traffic Submitter: Jackie Esperti

Title/Subject: DPW Traffic Division Reorganization

	Approval:	Meeting Date:
☒	Board of Finance	6/15/2026
☒	City Council	6/29/2026
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/9/2026	Chapin Spencer
Mayor's Office informed and approved memo	Yes	6/9/2026	Lisa Gerlach
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.		Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/9/2026	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	6/9/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	6/9/2026	Tony Berry
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Choose an item.	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

To: Board of Finance, City Council

From: Mary Danko, Director
Fletcher Free Library

Date: 6/15/26

Re: Fletcher Free Library Transformational Remodeling Project
Dore + Whittier Contract – **Second Contract Amendment for Design Development (DD) and Construction Documents (CD)**

1. PURPOSE

This memo seeks approval to execute a **second contract amendment** with **Dore + Whittier** to advance the Fletcher Free Library Transformation Project into the **Design Development (DD)** and **Construction Documents (CD)** phases.

This contract will define the scope of professional architectural and engineering services required to produce DD and CD documents necessary for permitting, bidding, and construction. The total contract amount is **to be determined** and will be finalized upon receipt and review of Dore + Whittier's detailed proposal.

The **Friends of the Fletcher Free Library (FFFL)** will fully fund this phase of work and will reimburse the **City of Burlington (COB)** through **quarterly payments** once the contract is executed. This is outlined in the MOU between the COB & FFFL.

2. BACKGROUND

The Fletcher Free Library Transformation Project builds on the City of Burlington's long-standing commitment to steward one of its most important civic institutions while ensuring it continues to meet the needs of a modern, growing community. Since opening in 1904 as a Carnegie library, the building has served generations of residents as a center for learning, civic life, and equitable access to information. While the Library has evolved programmatically over time—including the 1981 addition—the physical building now faces significant limitations related to aging infrastructure, accessibility, energy efficiency, and resilience. This transformational remodeling project is intended to preserve the historic character of the building while re-imagining its interior spaces, systems, and performance so the Library can function as a safe, inclusive, and sustainable public facility for decades to come.

The Fletcher Free Library has completed a multi-year planning and schematic design process to guide a comprehensive transformation of its historic 1904 Carnegie building and 1981 addition. This work has included:

- A Visionary Redesign Project (Completed by Odens Ello Architectural Firm)
- Schematic Design (SD) services (Completed by Dore + Whittier)
- 1 amendment to the Dore + Whittier Contract related to exterior restoration and preservation work

Throughout these phases, Dore + Whittier has served as the Library's architect of record and has developed extensive institutional knowledge of the building, its historic constraints, programmatic goals, sustainability strategies, and long-term operational needs.

As the project transitions from concept and schematic planning into implementation, The Design Development (DD) & Construction Documents (CD) are continuing the project from the Schematic Design (SD) Phase. The Preservation Phase was segmented off the project and will be completed by July 2026.

The Library anticipated extending the contract throughout all the phases of the project and included the following paragraph in the original RFP:

Future Design/Administration Phases:

The Fletcher Free Library Building Committee (FFL BC) reserves the right to extend the contract with the awarded architect to include future design phases without advertising or to advertise for Architectural Services as best fits the needs of the Committee. The specific scope and fee of future phases will be determined at that time. Respondents must demonstrate to the satisfaction of the FFL BC their capability to perform this scope of work to be deemed qualified. There may be a year or more between the Schematic Design and Detailed Design phases.

Continuing with Dore + Whittier ensures continuity, efficiency, and cost effectiveness as the project advances into a highly technical phase.

The City of Burlington is completing the Exterior Preservation Project of the Carnegie Building phase of the Fletcher Free Library transformation, a critical step in safeguarding the historic 1904 Carnegie building. During this phase, Dore + Whittier served as the project architect, providing specialized expertise in historic preservation and adaptive reuse. Their work has been consistently high quality, and they have received strong recommendations from City staff and project partners who collaborated with them. With the Carnegie exterior preservation scope now substantially complete, the project is positioned to advance into the next phase of Design Development (DD) and Construction Documents (CD), where continuity of architectural leadership and deep familiarity with the building will be essential to successfully translating the approved design into permit-ready and construction-ready documents.

3. PROJECT PHASE: DESIGN DEVELOPMENT (DD) & CONSTRUCTION DOCUMENTS (CD)

The DD and CD phases represent a critical milestone in the project and will include, but are not limited to:

Design Development (DD)

- Refinement of approved schematic designs
- Detailed architectural, structural, civil, mechanical, electrical, and plumbing systems
- Coordination with code officials, preservation agencies, and utilities
- Integration of sustainability, energy efficiency, and resilience strategies
- Alignment with construction sequencing and budget considerations

Construction Documents (CD)

- Preparation of complete, permit-ready construction drawings and specifications
- Coordination with a Construction Manager (once engaged)
- Documents suitable for bidding, pricing, and construction
- Final documentation required for regulatory approvals and grant compliance

Completion of DD and CD is essential to move the project into construction and to support ongoing and future grant applications.

Attached is the Scope of Work provided by D+W and their costs.

4. CONTRACT STRUCTURE & FUNDING

- **Consultant:** Dore + Whittier Architects
- **Phase:** Design Development (DD) and Construction Documents (CD)
- **Contract Amendment Amount:** $2,792,961 (to be finalized upon receipt of proposal)
- **Funding Source:** Friends of the Fletcher Free Library
- **Payment Structure:**
    - The Friends will provide funds to the City through **quarterly payments** once the contract is executed.
    - No City capital funds are requested for this phase.

This funding approach continues the strong public-private partnership that has supported the project to date and allows the City to advance a major civic investment without immediate municipal expenditure.

5. DEPARTMENT RECOMMENDATION & MOTIONS

Board of Finance

"To approve and recommend that the City Council approve the execution of a contract amendment with Dore + Whittier Architects for professional services related to Design Development and Construction Documents for the Fletcher Free Library Transformation Project, in an amount not to exceed $2,792,961 and amend the maximum limiting amount of the overall contract from $213,000 to **$3,005,961.00**, funded by the Friends of the Fletcher Free Library, and to authorize the Director of the Fletcher Free Library to execute the contract and any related documents upon final review and approval by the City Attorney's Office."

City Council

"To approve and authorize the execution of a contract amendment with Dore + Whittier Architects for professional services related to Design Development and Construction Documents for the Fletcher Free Library Transformation Project, in an amount not to exceed $2,792,961 and amend the maximum limiting amount of the overall contract from $213,000 to **$3,005,961.00**, funded by the Friends of the Fletcher Free Library, and to authorize the Director of the Fletcher Free Library to execute the contract and any related documents upon final review and approval by the City Attorney's Office."

CITY OF BURLINGTON
INDEPENDENT CONTRACTOR CONTRACT

This Contract ("Contract") is entered into by and between the City of Burlington, Vermont ("the City"), and Dore and Whittier Architects, Inc. ("the Consultant"), a corporation registered in the State of Vermont located at 212 Battery Street Burlington, VT. The City and the Contractor agree to the following terms and conditions of this Contract.

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 Schematic design services for the Fletcher Free Library Renovation Project.

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.

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 Schematic Design services for the Fletcher Free Library renovation project located in Burlington, VT.

EFFECTIVE DATE, TERM, AND TERMINATION

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 June 30, 2023 or upon the satisfaction of the City, unless sooner terminated as provided herein.

SCOPE OF WORK

The Consultant shall perform the services listed in Attachment A (Scope of Work).

PAYMENT FOR SERVICES

A. Amount. The City shall pay the Consultant the sum of One Hundred Eighty Three Thousand Dollars ($183,000.00).

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 at the rate specified in the consultant's Scope of Services contained within the Consultant's Proposal attached as Attachment A. 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 Amount. The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum amount of One Hundred Eighty Three Thousand Dollars ($183,000.00).. The City shall not be liable to Consultant for any amount exceeding the maximum 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:

Ms. Mary Danko
Library Director
Fletcher Free Library
235 College Street
Burlington, VT 05401

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.

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: Scope of Work
Attachment B: Consultant's Certificate of Insurance
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

INSURANCE

Prior to beginning any work, the Consultant 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. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. 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. Each policy (with the exception of professional liability and worker's compensation) shall name the City as an additional insured for the possible liabilities resulting from the Consultant's actions or omissions. The liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

The Consultant is responsible to verify and confirm in writing to the City that: (i) all sub-consultants must comply with the same insurance requirements as the Consultant; (ii) all coverage shall include adequate protection for activities involving hazardous materials; and (iii) all work activities related to the Contract shall meet minimum coverage and limits.

No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Consultant for the Consultant's operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

A. General Liability And Property Damage: With respect to all operations performed by the Consultant, sub-consultants, agents or workers, it is the Consultant'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'/Consultants' 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: With respect to all operations performed, the Consultant shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all sub-consultants 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

C. Professional Liability Insurance:

1. General: The Consultant shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

   (a) $3,000,000 - Annual Aggregate

   (b) $2,000,000 - Per Occurrence

2. Deductibles: The Consultant is responsible for any and all deductibles.

3. Coverage: Prior to performing any work, the Consultant shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Consultant shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

D. Automobile Liability: The Consultant 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.

E. Valuable Papers And Records Insurance: The Consultant shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Consultant, sub-consultant, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the consultant to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of one hundred and fifty thousand dollars ($150,000) when the insured items are in the Consultant's possession, and in the amount of forty thousand dollars ($40,000) regardless of the physical location of the insured items.

F. Umbrella Liability:

1. $1,000,000 Each Event Limit

2. $1,000,000 General Aggregate Limit

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.

AVAILABLE RECORDS AND DATA: The City agrees to make available, at no charge, for the Consultant's use any available records or data related to the Work that is requested by the Consultant or that the City is aware is necessary for the Consultant's performance of the Contract.

PERSONNEL REQUIREMENTS AND CONDITIONS: In connection with the Contract, 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 period of this Contract, the Consultant shall not employ in any context 1) any City employee who is directly involved with the awarding, administration, monitoring, or performance of the Contract, or 2) any such employee within one (1) year of termination of employment with the City.

The Consultant warrants that no company or person, other than a bona fide employee working solely for the Consultant, has been retained to solicit or secure this Contract or will be paid any fee, commission, gift, or other consideration related to the award or making of this 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 the Consultant to remove any employee or sub-consultant

from work related to the Contract for any cause as determined by the City, including but not limited to negligence, incompetence, or failure to follow requirements of the Contract.

B. 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 of any professional standards applicable to the Work, but also 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.

C. RESPONSIBILITY FOR SUPERVISION: The Consultant shall be responsible to the City for all acts or omissions of its employees, any subconsultants, and any other person performing work under this Contract.

D. LOCATION: The Consultant will perform services at 212 Battery St. Burlington, VT

E. 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.

F. PUBLIC RELATIONS: 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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. Contract. 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.

L. 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.

M. 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.

N. 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. 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.

C. 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.

O. **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 Lease to be extended and shall not affect any rights accrued under this Lease prior to the occurrence of the force majeure. The Party giving notice of the force majeure shall also give notice of its cessation.

P. **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.

Q. **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 Contractor, 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.

R. **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.

S. **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.

T. **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.

U. **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.

V. **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.

W. **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.

X. **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.

Y. **SETTLEMENTS OF MISUNDERSTANDINGS:** To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the City Engineer shall act as referee on all questions arising under the terms of the Contract and that the decision of the City Engineer in such cases shall be binding upon both Parties.

Z. **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: 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 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.

AA. 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.

BB. 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.

CC. 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.

DD. 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.

EE. INDEMNIFICATION:

A. Indemnification by Consultant: Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Consultant or its subconsultants of any tier.

B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Consultant in writing that a claim to which the indemnification provision may apply has been filed. Consultant shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of clams to which this provision applies.

C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.

D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Consultant or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Consultant or any third party.

FF.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.

GG. 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.

HH. 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.

II. **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.

JJ. **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.

KK. **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.

LL. **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.

MM. CHOICE OF LAW: Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. 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.

NN. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.

OO. 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.

PP.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.

QQ. 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.

RR. 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.

SS.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.

TT. WAIVER: 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.

1. 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.

— 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.

Consultant

DAKE AND WHITTIER ARCHITECTS, INC.

By: _____

PRESIDENT

Date: 1/12/22

City of Burlington

By: Mary Darlow, Director

Date: 1/13/22 Fletcher Free Library

ATTACHMENT A

Fletcher Free Library

Dore + Whittier / Oudens Ello Architecture

Request for Proposals: **Architectural and Engineering Design Services**

August 30, 2021

August 30, 2021

DORE + WHITTIER
212 Battery St
Burlington VT 05401
T: (802) 863-1428
www.doreandwhittier.com

Ms. Mary Danko
Library Director
Fletcher Free Library
235 College Street
Burlington, Vermont 05401

Oudens Ello Architecture, LLC
46 Waltham Street, Suite 4A
Boston, MA 02118
T: (617) 422-0980
www.oudens-ello.com

Dear Mary:

It gives us great pleasure to share the combined qualifications of the Dore + Whittier | Oudens Ello Architecture design team, submitted to you and the Fletcher Free Library Building Committee herein for consideration. As we're sure you can imagine, our team is particularly excited about this project and the prospect of developing and refining the results of the compelling Visionary Redesign work completed in close collaboration with you and the Building Committee. We also look forward to building on the established relationships both offices enjoy with the Fletcher Free Library Building Committee, library staff, the City of Burlington and with each other (more on this below). Jointly led by Dore + Whittier (D+W) as prime architect and Oudens Ello Architecture (OEA) as design architect, our team's qualifications and capabilities are an excellent match for this transformative project, and we very much hope to have the opportunity to share our credentials, project approach, and new ideas with you in person.

OUR TEAM

When the Fletcher Free Library RFP was initially posted last month, both D+W and OEA immediately reached out to one other to discuss the possibility of teaming. Our pairing brings together OEA's involvement in the FFL Visionary Redesign and D+W's established local practice and successful working relationship with the City of Burlington. The confidence we have in our team's ability to help you in this next phase of work is further based on our proven collaboration on the renovation and expansion of the Sawyer Free Library for the City of Gloucester in Massachusetts. This ongoing effort on a library building project with similar challenges and attributes to your project dates back to 2016 and encompasses feasibility study and schematic design phases that have succeeded in securing state funding through the Massachusetts Board of Library Commissioners construction grant program. Throughout the process, the D+W | OEA team have developed an efficient collaboration model, wherein team members from the two offices play complementary roles that serve to shape and manage a comprehensive project scope and plan. One might think of our team as having a deep bench, with a range of skillsets and expertise that are well-suited to addressing the complexities of a sensitive, historic building rehabilitation and renovation project such as yours.

As project lead, D+W will provide nearly three decades of municipal/public projects management and experience. The firm has an enviable track record for developing and maintaining project budgets, actively engaging the public for feedback at each step of the design process, and providing advocacy for high performing buildings that are both efficient and environmentally friendly to operate. D+W have recently completed several successful study and design projects with the City of Burlington and understand the importance of a well-executed, schematic design phase that sets the project budget and scope, garners public buy-in of the project concept, and sets a project up for success.

OEA, as design architect, provides over twenty years of public library design experience and involvement in over fifteen public library projects throughout New England. Since

completing the Visionary Redesign study in 2019, OEA has remained active in library design, recently completing a new library for the Town of Norwell, Massachusetts. Ongoing work includes the renovation-expansion of the Faneuil Branch of the Boston Public Library in the Brighton neighborhood of Boston (currently under construction), a 45,000 square foot renovation-expansion of the Concord Public Library in Concord, New Hampshire and a new, 45,000 SF, net zero energy library for the town of Belmont, Massachusetts.

OEA also offers a wealth of historic buildings experience, perhaps best represented by Conrad Ello's leadership of projects for the Bowdoin College Museum of Art and the Martha's Vineyard Museum, both recipients of preservation awards in their respective states. The aforementioned Faneuil Branch Library and Concord Public Library are also both Art Deco gems requiring consideration of many of the same issues of rehabilitation, deferred maintenance, and historic project approvals that you will face with the Carnegie Building. In the case of the Faneuil Branch, OEA, in collaboration with PAL (our proposed historic preservation consultant for your project), successfully navigated a two-part historic approvals process involving both the Boston Landmarks Commission and the Massachusetts Historical Commission.

OEA is also committed to having Conrad Ello, AIA, LEED AP and Noel Murphy, RA involved in this next phase of work. Their active involvement will ensure continuity with the Visionary Redesign effort and facilitate an efficient transition to the Schematic Design phase.

We have invited several consultants to our team, adding depth and specialized experience to develop a robust and detailed schematic design. LN Consulting has long been a partner D+W and with the City and has direct experience with Fletcher Free Library mechanical systems. Engineering Ventures will provide both civil and structural engineering services and Wagner Hodgson, who recently revitalized Burlington's City Hall Park, will assist us with landscape architecture. Virginia Adams of Preservation Architectural Lab (PAL) is our Historical Preservation Consultant who will guide us through the preservation aspects of the restoration and revitalization of the Carnegie Library. We have included a full complement of consultants to assist with the ultimate, full development of the project. Each team member brings unique experience to this project; collectively, we have the depth and experience to lead this project to a successful completion.

COMMITMENT TO SUSTAINABILITY

Consistent with the green building aspirations discussed during the Visionary Redesign, and aligned with the City of Burlington's Climate Action Plan and Legacy Action Plan, both of which outline goals for increased energy efficiency in buildings and increased renewable energy sources, our team believes we are obligated to bring the Fletcher Free Library towards net-zero emissions as part of this next phase of work. To help us formulate a realistic project plan for sustainability, The Green Engineer completes our proposed project team as Sustainable Design Consultant. Led by founder Chris Schaffner, PE, LEED Fellow, The Green Engineer are experts at managing a variety of green building certifications (LEED, WELL and Fitwel), completing over 200 LEED-certified projects to date. The firm also offers a variety of building performance analyses, critical decision-making tools for any project's building efficiency, especially important for existing buildings. Complementing The Green Engineer's credentials is D+W and OEA's combined track-record with LEED-certified and net-zero project delivery. D+W has completed more than a dozen LEED-certified projects in addition to OEA's four LEED-certified libraries, including Eastham Public Library, which is also a Net Zero Class C facility and an important sustainability teaching tool for library patrons.

VISIONARY REDESIGN

OEA's authorship of the study is an important part of our team's credentials, especially in terms of providing design continuity and the institutional memory of past decision-making leading into this important next phase of work. Perhaps as important is our team's collective belief in the Visionary Redesign as a viable blueprint for a future Fletcher Free Library and a realistic starting point for Schematic Design. Having said that, we acknowledge there are challenges to aspects of the design that will require hard work and creative thinking to reconcile, such as how one elegantly resolves the Carnegie Building's historic entrance as a welcoming, accessible new main entrance, or how one seamlessly introduces new building systems into the tight floor plates of the c.1980, Finegold Alexander addition. We also recognize that some of those challenges might be unresolvable, resulting in changes to the Visionary Redesign. There will also be new ideas tied to program and function. For example, ideas will have come out of your staff's COVID-19 experience such as a drive-through window, enhanced indoor air quality, and further development and activation of the site for outdoor programming. We embrace the opportunity to challenge the findings of the Visionary Redesign work, to overlay new thinking onto it, and to be flexible in an effort to arrive at an even more exciting vision of the Fletcher Free Library.

As we're sure you can appreciate, our team is deeply invested in this endeavor already and we would be honored and excited to roll up our sleeves again with you, the Building Committee, and the City of Burlington on this important project. Again, we hope to have an opportunity to relay our enthusiasm in person.

Sincerely yours,

Lee Dore
Assoc. AIA, LEED AP, MCPPO
Principal, D+W

Conrad Ello
AIA, LEED AP
Principal, OEA

P.S. – We have downloaded and reviewed all documentation available on the City's website pertaining to the Fletcher Free Library RFP, including revisions, addendums, and Q&A's.

TABLE OF CONTENTS

I. TEAM QUALIFICATIONS

- Firm Histories and Descriptions
- The D+W/OEA Teaming Rationale
- Historic Preservation
- Relevant Projects
- Diversity Statements

II. PROJECT TEAM

- Org Chart
- Resumes
- Consultants

III. CURRENT WORKLOAD

IV. PAST PERFORMANCE

- References
- Awards & Recognition
- Sustainability / LEED Certification
- Errors & Omissions
- Financial Responsibility – Schedule Adherence & Cost Control

V. PROJECT UNDERSTANDING & APPROACH

- History & “Visionary Redesign”
- Phase 1 Scope of Work/Deliverables
- Phase 1 Goals
- Initial Thoughts
- Project Approach – Schematic Design (Phase 1)
- Assistance with Funding & Community Engagement
- Project Approach – Final Design & Construction (Phase 2)

VI. FEE PROPOSAL

- Proposed Fee Narrative
- Bid Form
- Hourly Rates

I. TEAM QUALIFICATIONS

Firm Histories and Descriptions
The D+W/OEA Teaming Rationale
Historic Preservation
Relevant Projects
Diversity Statements

> The project was perhaps one of the best I've been associated with in 20+ years in the design and construction business. We've received great feedback from the community.... The building came out great and it was virtually painless getting there.
>
> *Mike Quinlan, Co-Chair, Permanent Building Committee*
> *Medfield MA Public Safety Building (D+W)*

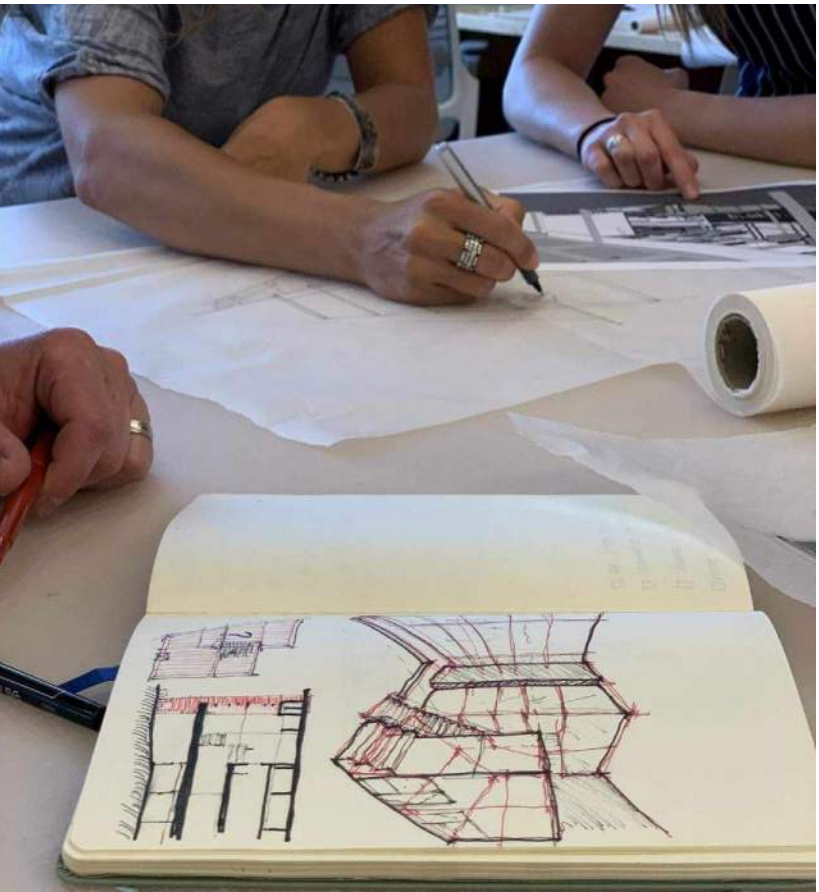
I. TEAM QUALIFICATIONS

FIRM HISTORIES & DESCRIPTIONS

DORE + WHITTIER (D+W)

Established in 1992 with five staff, Dore + Whittier is in its second generation of leadership following the partnership formed by John Dore and Roland Whittier nearly sixty years ago, known at the time as the Whittier Associates. With offices in Burlington VT and Newburyport MA, D+W has 54 employees today and is managed by three equal partners, Lee P. Dore, President, C. Bradley Dore, Vice President, and Donald M. Walter, CEO. Our focus has been and continues to be education, public safety, state agencies and municipal facilities planning, design and management.

Our work has also been recognized for design excellence (See IV. Past Performance section in this submittal). We have been at the forefront of High Performance/Sustainable Building Design for many years and have 14 projects that have received LEED Certification and six that are tracking. D+W first appeared on *Engineering News-Record's* Top 100 list of Green Design Firms in 2015, ranking #78 in 2020 and *Architectural Record's* Top 300 Design Firms in 2013, #216 in 2020.



Oudens Ello Architecture (OEA)

Principals Matthew Oudens, AIA, LEED AP and Conrad Ello, AIA, LEED AP founded their firm, Oudens Ello Architecture in 2007 after closing out exceptional careers at Machado Silvetti, an internationally recognized design firm in Boston. While principals at Machado Silvetti, they formed the second-generation leadership of the firm.

Matt and Conrad continue to build on their 30 years of design and management experience. They have led more than $500 million in construction value of cultural and civic projects—libraries, museums, visitor centers, and cultural facilities—many of which are located within sensitive historical or urban contexts.

The common thread that unites these projects is the desire to create environments that foster meaningful community engagement by a public audience.

Notable OEA clients include the Boston Public Library, Mystic Seaport, Dartmouth College, Bowdoin College, Harvard University Art Museums, and the J. Paul Getty Trust. There are several award-winning, public projects in the portfolio:

- ◊ Scituate's library received a 2017 Merit Award from AIA New England.
- ◊ Eastham's library is a net-zero energy building with a LEED Gold rating and a 2018 AIA/ALA Library Award, one of only six libraries recognized nationally.
- ◊ The adaptive reuse of a turn-of-the-century marine hospital building created the new home of the Martha's Vineyard Museum and was bestowed the Robert H. Kuehn, Jr. Award by Preservation Massachusetts in 2020.
- ◊ Other award recipients include the Getty Villa, the Bowdoin College Museum of Art, and the Honan-Allston Branch of the Boston Public Library.

THE D+W / OEA TEAMING RATIONALE

Both firms are excited about this opportunity to re-engage with the City of Burlington.

Burlington-based D+W will be the Architect of Record with OEA, the Library's "Visionary Redesign" collaborators, as our Design Partners. We believe our project team, collective service in the public sector, and combined library experience offers unparalleled qualifications for the Library's redevelopment in the quest to expand programs, improve access, circulation and environmental conditions, promote environmental literacy, and address equity.

OEA will lead the final programming and design efforts and participate with D+W in all presentations and design review/ progress meetings. D+W will manage the activities and logistics during the study and schematic design such as the contract, budget and schedule, coordination with consultants, documentation and communications, and cost estimates.

When we can advance beyond Schematic Design, the Design Development phase will serve as the transition period and D+W will take responsibility for Construction Documents, Construction Administration, and Closeout. OEA will assist with any design related issues, change requests, and occasional site visits to confirm contractor compliance with design intent.

We have been working for the City of Gloucester in a similar partnering arrangement with a strikingly comparable objective of re-envisioning the library and developing a plan to expand program space, upgrade facilities, and strengthen bonds with the community.

Interestingly, the Gloucester Lyceum and Sawyer Free Library are neighbored by a YMCA and an historic Fire Station, much similar to the existing conditions at Fletcher (although the Burlington Y has since moved away, of course). Giving thought to the ways in which the building and site can present a more welcoming invitation and also better integrate with the streetscape and neighbors is part of the exploration.

GLOUCESTER LYCEUM & SAWYER FREE LIBRARY

WHAT WE KNOW ABOUT LIBRARY DESIGN

D+W has designed more than 30 libraries, media centers, and library renovation projects in the last 25 years as part of our public and private K-12 work. Over the last decade, OEA has been involved in 15 public library projects, eight of which have either been built or are currently in construction. We have witnessed a shift in the way libraries function and address community needs, no longer simply a repository for books, but in many cases serving as de facto community centers. In this digital age and amid America's fascination with personal technology, public libraries are transitioning from centers of information to centers of culture with programs tailored to the community. They are increasingly called upon to provide new services such as maker spaces, flexible meeting and exhibition spaces, and community learning venues. Challenges that designers face today include:

- ◊ creating an environment that is equally well-suited to a variety of users and programs with very specific needs and yet being cohesive at the same time;
- ◊ conveying the building's civic stature while also exuding a warm, welcoming image;
- ◊ planning to allow for distinct areas of specific use and at the same time promote easy visual supervision by library staff;
- ◊ building in as much flexibility of use and access as possible, including off-hours programming;
- ◊ integrating technology to the best advantage.

In our work, we look for the opportunity to create thoughtful architectural responses that facilitate social interaction, establish a sense of community, and contribute to the identity of the place. American sociologist Ray Oldenburg refers to libraries as a "third place"—neither home nor work—an anchor of communal and civic life; a place of community engagement and enrichment for all ages. To be that "third place," libraries must be enjoyable places to be in.

Seven design attributes define a successful library:

connected–strong connection to community life;
grounded–strong relationship to the landscape;
visible–ease of supervision and wayfinding;
civic–yet welcoming and approachable;
bright–abundant natural light and views;
flexible–adaptable spaces and use patterns;
comfort–acoustics, lighting, safety and security.

SUNITA L. WILLIAMS ELEMENTARY SCHOOL, NEEDHAM, MA

SCITUATE TOWN LIBRARY

NORWELL PUBLIC LIBRARY

HISTORIC PRESERVATION

DORE + WHITTIER has a diverse portfolio of historic building studies, restorations and envelope upgrades. The list includes the Seymour Block in St. Albans, the Barlow School in St. Albans, the Old Brick Church in Williston, the Haston Free Library in North Brookfield, Mass., Old Murdock in Winchendon, Mass., and the Clinton Fire Station, Melrose Fire Headquarters, and Stoneham Fire Station in Massachusetts.

Oudens Ello Architecture's principals have a wealth of experience designing projects within sensitive historical settings (much of it in historical museum settings with greater demands for environmental control) as well as projects involving the renovation, expansion, reuse or rehabilitation of historic structures.

Conrad Ello has engaged with important historical structures at the Getty Villa, Bowdoin College Museum of Art, and the Addison Gallery of American Art. The latter two are notable American works of architecture by McKim Mead and White (Bowdoin, 1894) and Charles Platt (Phillips Andover Academy, 1931). OEA's success at coupling the preservation of historic masonry buildings with the integration of new building systems and minimizing negative environmental or visual impacts is noted within this submittal along with various awards received.

Architectural interventions must not upstage an important historical structure. OEA design strategies are deferential in spirit and supportive of restoring artifacts to their intended original state and/or setting to the greatest extent possible. That approach influenced OEA's thinking during the "Visionary Redesign" of the Fletcher Free Library. It remains a priority to reassert the prominence of the original Carnegie building and re-establish its historic front entrance as the main entrance of the library.

Specialists are included on our team to assist in this endeavor. Preserving historic structural building systems is a specialty of our structural engineers, Engineering Ventures P.C. They are sensitive to the historic fabric of buildings and focus on minimizing remedial work. They are knowledgeable and mindful of the Secretary of the Interior's Standards for Rehabilitation and Tax Credits.

Building Envelope Specialists SGH can perform an assessment and advise on building enclosure recommendations for an SD scope of work. SGH and OEA collaborated on an assessment at the Williams College Museum of Art, an historic building with a 1985 addition, similar to the Fletcher Free Library situation. Preservation Consultants PAL will review the Vermont Division of Historic Preservation's regulatory approval process and establish key issues and a schedule related to the process.

HASTON FREE LIBRARY, NORTH BROOKFIELD, MA

MARTHA'S VINEYARD MUSEUM

BOWDOIN COLLEGE MUSEUM OF ART

(D+W with OEA)

Gloucester Lyceum and Sawyer Free Library

CLIENT
City of Gloucester, MA
Mern Sibley, Board of Trustees

PROJECT SUMMARY
The Gloucester Lyceum and Sawyer Free Library was founded in 1854. The Saunders house, built in 1764 and on the National Register of Historic Places, was home to Gloucester's Public Library for almost 200 years. Demand on the library increased as Gloucester's population grew. A new book wing and children's library was built in 1913; an expansion occurred in 1976. Today, the 35,000 square foot library continues as a public charitable corporation as designated under a charter granted by the Commonwealth of Massachusetts June 10, 1872.

The downtown facility does not adhere to many of today's programmatic and compliance requirements and is being re-envisioned. D+W, with Oudens Ello Architecture, has studied and developed design options to create a modern day cultural and educational facility and repurposing the historic Saunder's House.

Saunder's House contains a number of turn-of-the-century murals that will be preserved as part of the proposed renovation. D+W retained an architectural preservation consultant to perform a comprehensive review of this historic building. The preservation of the Saunder's House as functional office and gallery space is proposed to be connected to the library project as part of the final design. The project will receive a grant through the Massachusetts Board of Library Commissioners.

645 Pine Street – Office Reconfiguration

CLIENT

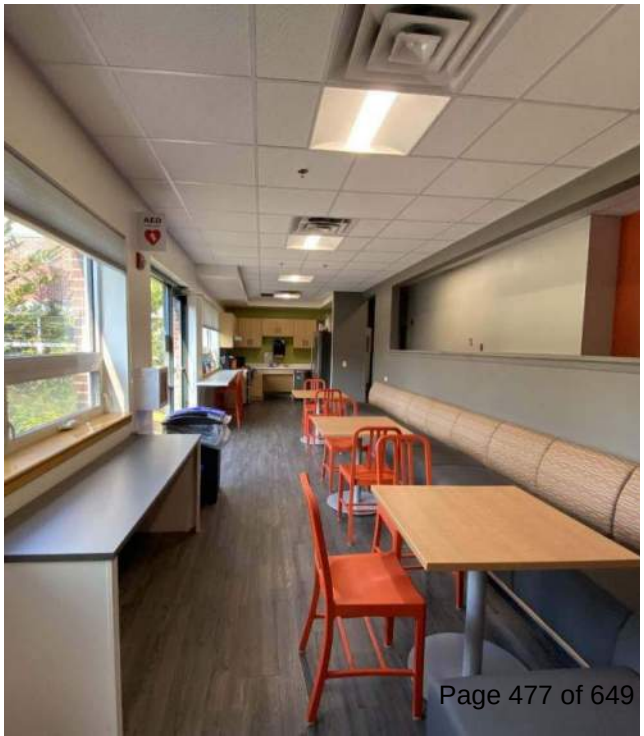
City of Burlington, VT
Martha Keenan, Capital & Special Projects Director
(mkeenan@burlingtonvt.gov)

PROJECT SUMMARY

645 Pine Street is a City office building that accommodates a mix of departments. The main objectives for this project, as part of the Mayor's Permit Reform initiative, were to improve the public access, the interoperability of the various departments and the overall experience for customers. D+W developed multiple options for various improvements and the reconfiguring of space at the facility to accommodate additional staff and departmental reorganization.

New features include a small gathering/dining area; an expanded and more organized, welcoming, and secure public entry/lobby/waiting area; various sized meeting rooms; new office/department areas. Programming was a key component for this project. Employees participated in surveys and meetings to convey the current culture, desired outcomes, and for us to obtain feedback on proposed arrangements.

A mobile records storage system was relocated from City Hall along with the Planning Department. The Water Department was also relocated here. Each was accommodated in a floor plan rearrangement scheme that also led to improved departmental cohesion and interdepartmental connectivity for improved communications, information exchange and case interaction.



Shelburne Community School

CLIENT
Town of Shelburne, VT
Jeanne Jensen, Chief Operations Officer

PROJECT SUMMARY
The original "open classroom" model from 1967 was hindering the ability of its educators to deliver a team-based instructional model. Significant sound transfer, the inability to secure classrooms and an outdated library model, along with antiquated infrastructure, were the driving forces initiating change.

Addressing these deficiencies and aligning the space with the school's student-centered, project-based model were the main goals. Thermal improvements to the building envelope were also made in this $9.2 million renovation/upgrade. The vision—environments to support, rather than interfere with, what the teachers are trying to do. The results—space that enables collaborative teaching in team-oriented "houses" with integrated student support services and a book storage and retrieval library model transformed to a hub for discovery.

Four classrooms surround their central Learning Commons. A shared project room allows for flexibility and connectivity with multiple levels of transparency and separation. Small group rooms for student support are integral to the team. A maker space with roll-up overhead doors allows 2-3 project spaces to be used contiguously.

The Exploration Center creates a sense of place and a fresh, vibrant space that inspires children to read, be read to, and explore.

Outstanding Design, *American School + University* 2020

Scituate Public Library

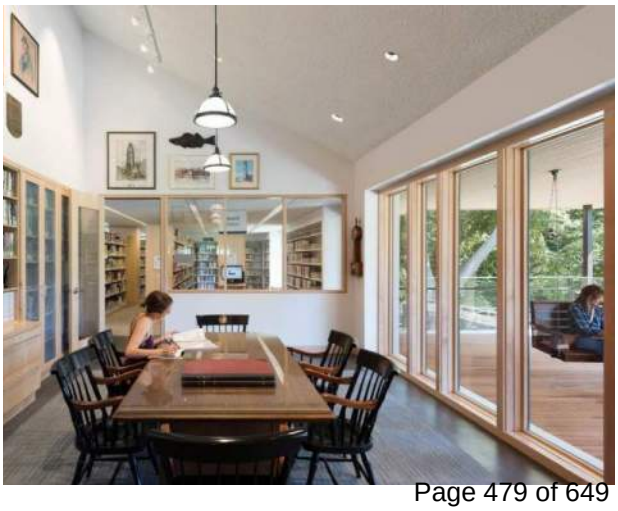
CLIENT
Town of Scituate, MA

PROJECT SUMMARY
Taking cues from the existing building massing of the Scituate Town Library, this renovation/ addition project respects the major architectural forms of the original 1978 library building, while transforming the interior spaces to meet the demands of an active town library with an expanded program rooms, quiet study rooms, and after-hours suite of community meeting rooms. The previously under-utilized lower level is reinvigorated with an open stair, creating a central double height space that connects the children's, teen's and adult programmatic elements. The main vaulted reading space pays homage to the original library while a new roof lantern above provides ample daylight to the library's innermost spaces.

This technically challenging project included a new automatic sprinkler system and overhaul of the mechanical, electrical, and plumbing systems, Structural deficiencies of the aging and varied structural system were addressed. Reinforcement of the existing structure allows flexible, long-term use by providing for the load of book stacks throughout. Modifications to the exterior envelope, including all new glazing, enhance energy efficiency, reduce maintenance, and bring additional daylight to the interior spaces of the library.

Completed in 2017
Merit Award for Excellence in Architecture, AIA New England

Complete transformation of existing 1970's Town Library to a vibrant new library for the 21st century.



Martha's Vineyard Museum

CLIENT
Martha's Vineyard Museum, MA

PROJECT SUMMARY
The Martha's Vineyard Museum's current home lies on a small parcel in the center of Edgartown, MA. Current facilities are inadequate for the display and long-term preservation of its collection of island art and artifacts. Oudens Ello Architecture evaluated a 5-acre waterfront property and its 10,000 square-foot, c. 1895 marine hospital building in Vineyard Haven as the museum's potential new home. Based on the promise of our study, the institution subsequently purchased the property.

After several years of property stabilization and strategic planning, OEA was later reengaged for the creation of the Museum's new home. Collaborating with the Museum's Planning Committee as well as many island stakeholders over a period of several years, OEA developed a transformative design that respects the preeminence of the Marine Hospital building while meeting the Museum's programmatic goals. Major project elements included 1) the re-purposing and rehabilitation of the historic Marine Hospital Building, 2) a new Exhibition and Collections wing housing permanent and temporary exhibits, as well as state-of-the-art collections storage, 3) a new "Vehicles and Vessels" barn building, primarily housing large objects in the Museum's collection. The project received a 2020 Robert H Kuehn Jr. award from Preservation Massachusetts in recognition of its innovative, adaptive reuse of the Marine Hospital.

Completed in 2019
Robert H. Kuehn Jr. Award 2020
People's Preservation Choice Award 2020
(Preservation Massachusetts)

Norwell Public Library

CLIENT
Town of Norwell, MA

PROJECT SUMMARY
Drawing inspiration from the natural qualities of the secluded and extensively wooded site, the 21,000 sq. ft. library is a new and vibrant community center for residents of Norwell. While isolated from nearby buildings, the natural beauty of the wooded site provided more than enough inspiration to develop an appropriate architectural response.

The single-story building is comprised of three distinct wings organized around a central rain garden that serves as an entrance courtyard. As the library is located within a sensitive wetland ecosystem, the building is strategic in its placement and response to the site. As part of the sustainability effort, the rain garden is a filter for rainfall before it is redistributed to the surrounding wetlands. It also establishes an experiential narrative for visitors, delaying views of the natural wooded context until one progresses through the lobby into the main reading and meeting rooms that expand spatially and open up towards the view with taller volumes and large expanses of glass. The exposed heavy timber structure connects the library to its wooded setting and brings a sense of warmth to the interior. With ample light and thoughtful connections to the outdoors, including two reading porches, the Library is a pleasant and productive space for visitors of all ages.

Opened June 2021
LEED Silver (anticipated)

New vibrant center of community life and engagement takes full advantage of beautiful wooded, wetland site.

Oudens Ello

Public library experience within the last ten years

	Project Name Location, and Client	Description	Project Cost / Construction Cost / Date
	Boston Pubic Library, Faneuil Branch Boston, MA City of Boston, MA	Renovation and expansion of the existing c.1932 art-deco style Faneuil Branch of the Boston Public Library, providing expanded program space and a fully accessible building entrance. Principal-in-Charge: Conrad Ello	$12.6 million / $9 million Est. 2021
	Boston Pubic Library, Fields Corner Branch Boston, MA City of Boston, MA	New branch library doubles the size of the outdated single-story 1960's library building. This new branch features expanded flexible community program and meeting spaces and a rooftop outdoor reading terrace. Principal-in-Charge: Matthew Oudens	$19 million / $13 million Est. 2023
	Fletcher Free Library Burlington, VT City of Burlington, VT	Full renovation of the existing c. 1902 Carnegie building and its 1980's addition, including the re-establishment of the original Carnegie entrance as the primary public entrance. Principal-in-Charge: Conrad Ello	$20 million / $14.2 million Study 2019
	Belmont Public Library Belmont, MA Town of Belmont, MA	New state-of-the-art library satisfies programmatic needs and creates an engaging and dynamic new building which responds smartly to its unique site conditions, including a wetland garden focused on creating connections between indoor program and outdoor spaces and views. Principal-in-Charge: Conrad Ello	$35.2 million / $24 million Est. 2024
	Norwell Public Library Norwell, MA Town of Norwell, MA (LEED Silver pending)	This new single-story library, organized around a central rain garden courtyard, draws inspiration from the natural qualities of the extensively wooded wetland site. The building, designed to sensitively preserve the wetland ecosystem, is anticipating LEED Silver certification. Principal-in-Charge: Matthew Oudens	$15.4 million / $11.4 million 2021
	Sawyer Free Library Gloucester, MA City of Gloucester, MA	Transformational renovation and expansion of the existing 1970's library, which not only expands program but also dramatically improves visibility and wayfinding for this 3-story building with entrances on two levels. Principal-in-Charge: Matthew Oudens	$25.2 million / $19.8 million Est. 2025
	Dartmouth Public Library Dartmouth, MA Town of Dartmouth, MA (LEED Gold)	New construction with commitment to sustainability features rain gardens, permeable paving, super insulated building envelope, and a photovoltaic array generating 35% of the building's energy. Principal-in-Charge: Conrad Ello	$10.6 million / $8.50 million 2019

Oudens Ello

Public library experience within the last ten years (continued)

	Project Name Location, and Client	Description	Project Cost / Construction Cost / Date
	Gladys E. Kelly Pubic Library Webster, MA Town of Webster, MA	New library facility, with two story covered entry porch facing a shared public green space. Projected glass corner bay reading rooms create a welcoming and highly transparent new image for the library. Principal-in-Charge: Matthew Oudens	$11.9 million / 9.5 million 2018
	Eastham Pubic Library Eastham, MA Town of Eastham, MA (LEED Gold / Net-Zero Energy)	New net-zero energy, LEED Gold library comprised of preservation of original historic library building with significant expansion with dramatic pond views. The new building is organized around a central garden and planned for flexible community use. Principal-in-Charge: Matthew Oudens	$10 million / $7.2 million 2016
	Scituate Town Library Scituate, MA Town of Scituate, MA	This extensive renovation-expansion completely transforms the original 1970's building to almost double the space available to patrons, and dramatically improves access to natural light, views, and flexible program spaces. Principal-in-Charge: Conrad Ello	$12 million / $9.6 million 2017
	Kingston Public Library Kingston, MA Town of Kingston, MA	This new single-story library is organized around a reading garden with one wing housing adult, teen, and children collections, and the other accommodating community space flexibly planned to allow off-hours access. The central circulation desk provides a high degree of visual supervision. Principal-in-Charge: Matthew Oudens	$13.6 million / $10.4 million Study 2016
	West Tisbury Free Public Library West Tisbury, MA Town of West Tisbury, MA (LEED Gold)	Renovation and expansion that more than doubles the library's size while preserving the exterior of the original library and maintaining its intimate character. LEED Gold certified with composting toilets, permeable paving, rain gardens and 2,000 SF roof-mounted PV array. Principal-in-Charge: Conrad Ello	$6.1 million / $5.2 million 2014
	Millis Public Library Millis, MA Town of Millis, MA (LEED Certified)	New single level library maximizes visual control from a central circulation desk with program spaces arranged around a public green space and flexible off-hours access to community space. Green features include efficient systems, low water use and a super-insulated envelope. Principal-in-Charge: Matthew Oudens	$7.7 million / $5.2 million 2013
	M.N. Spear Memorial Library Shutesbury, MA Town of Shutesbury, MA	New library is organized into two parallel gabled wings, one containing library spaces and the other community space. A generous front porch ensures shared public space for residents. Green features with a net-zero energy mandate include geothermal and on-site solar power generation. Principal-in-Charge: Matthew Oudens	$3.2 million / $2.4 million Study 2011

DIVERSITY STATEMENTS

DORE + WHITTIER is an equal opportunity employer. D+W undertakes, in good faith, affirmative action measures to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability. Such affirmative action measures entail positive and aggressive measures to ensure non-discrimination and to promote equal opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, apprenticeship and on-the-job training programs.

A list of positive and aggressive measures includes, but not be limited to, advertising employment opportunities in minority and other community news media; notifying minority, women and other community-based organizations of employment opportunities; validating all job specifications, selection requirements, and tests; and, maintaining a file of names and addresses of each worker referred to the D+W and what action was taken concerning such worker. These and other affirmative action measures shall include all actions required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, sex, sexual orientation, genetic information, military service, age, ancestry or disability.

Oudens Ello Architecture is committed to equal opportunity, one of the basic goals of this society. Continued validity and responsible growth of our organization will result from enhancing and utilizing abilities of all individuals to their fullest extent practical within the framework of our business environment. All employment decisions are made to advance the principle of equal employment opportunity and affirmative action.

It is the policy of OEA, in accordance with all applicable laws, to recruit, hire, train, and promote persons in all job titles without regard to race, religious creed, color, gender identity/expression, age, national origin, ancestry, medical condition, marital status, sexual orientation, protected veteran status, status as an individual with a disability, or any other basis prohibited by applicable law.

All employment decisions shall be based on qualifications as they relate to position requirements and shall be consistent with the principle of equal employment opportunity, and only valid qualifications will be required. All persons shall enjoy the benefits of decisions which are free of discrimination or harassment on the grounds of race, religious creed, color, gender identity/expression, age, national origin, ancestry, medical condition, marital status, sexual orientation, protected veteran status, status as an individual with a disability, or any other basis prohibited by applicable law.

II. PROJECT TEAM

Org Chart
Resumes
Consultants

> When interviewing potential architects, we were looking for one that would be a partner with the OPM, contractor, the Permanent Building Committee, and the Library Trustees. They were. Oudens Ello worked with us “hand-in-hand”... they were the partner at the end of the project that we had hoped for when we hired them.
>
> *Wayne D. Klocko, Chairman, Millis Permanent Building Committee*
> *Millis MA Public Library (OEA)*

II. PROJECT TEAM

ORG CHART & RESUMES

City of Burlington

Fletcher Free Library

Architecture – Prime Consultant

DORE + WHITTIER

Lee P. Dore, Assoc. AIA, CSI, LEED AP, *Principal in Charge*
Thomas Hengelsberg, AIA, NCARB, LEED AP, *Project Manager*
Rani Philip, Assoc. AIA, CDT, LEED AP, *Assistant Project Manager*
David S. Mentzer, AIA, NCARB, CDT, LEED AP, *Project Architect*
Marjorie Dickstein, AIA, NCARB, CCS, LEED AP BD+C, *Specifications*
Berglind Davis, NCIDQ, *Interior Designer*

Architecture – Collaborating Designer

Oudens Ello Architecture

Conrad Ello, AIA, LEED AP
Design Principal

Matthew T. Oudens, AIA, LEED AP
Consulting Principal

Noel Murphy, RA
Associate / Project Architect

Consultants

Site/Civil Engineering & Permitting
Engineering Ventures PC
Paul Boisvert P.E., LEED AP, *Principal, Sr. Civil Engineer*
Hannah Wingate P.E., *Civil Project Engineer*
William Nourse P.E., *Principal, Structural Engineer*
James Hoepker, P.E., *Structural Project Manager*

Sustainability Consultant
The Green Engineer
Christopher Schaffner, PE, LEED Fellow, WELL AP,*Principal*
Matt Smith, Assoc. AIA, LEED AP BD+C, *Project Manager*
Vipul Singh, LEED AP BD+C, BEMP, *Sr. Bldg. Performance Analyst*

Mechanical/Electrical/Plumbing/FP
LN Consulting
George Martin P.E., *Principal/Project Manager*
M. Scott Alexander P.E., *Senior Mechanical Engineer*
John Askew P.E., *Senior Electrical Engineer*

Cost Estimating
PM&C, LLC
Peter Bradley LEED AP, *Principal*
Denise Kelly, *Project Manager*

Hazardous Materials Consultant
ATC Group Services LLC
Andra Liberty, *Project Manager*
Michael Matilainen, *Certified Industrial Hygienist*

Acoustics, IT, Security Consultant
Acentech
Nicole Cuff, P.E., LEED AP BD+C, *Senior Consultant, Acoustics*
David Bateman, *Audio Visual/Sound System Design*
Jay Epstein, RCDD, ESS, *Principal Consultant, Telecom/Security*

Landscape Architecture
Wagner Hodgson Landscape Architecture
Jeffrey Hodgson FASLA, *Partner in Charge*
Hannah Loope, *Project Manager*

Building Envelope Consultant
Simpson, Gumpertz & Heger (SGH)
Jason Der Ananian, P.E,
Associate Principal

Preservation Consultant
Public Archeological Laboratory
Virginia Adams,
Senior Archeology Historian

NOTE: With an interest in brevity, we have only included resumes for D+W and OEA staff, as well as LN Consulting, given the RFP's special note that "...consideration will be given to the experience and qualifications of the electrical and mechanical engineers." Resumes for other team members can be furnished upon request.

Lee P. Dore, Associate AIA, CSI, LEED AP, MCPPO
Principal

Principal in Charge

As Principal in Charge, Lee is the contract manager and develops project strategies and approach. He will oversee design and construction administration efforts, guiding the team, making pivotal decisions, and mitigating critical issues as needed.

Years of Experience

24 with Dore + Whittier
1 with other firm

Education

University of Vermont
Bachelor of Arts

Certifications

LEED Accredited Professional

Massachusetts Certified Public Purchasing Official (MCPPO)

Memberships

Associate Member American Institute of Architects

Construction Specifications Institute (CSI)

Current Projects

Balmer Elementary School, Northbridge, MA (MSBA)
- New PK-5 school for 1,021 students, construction completion Fall 2021

Charlotte Central School, Charlotte, VT
- Facility Assessment, 3-year phased Capital Improvement Plan, Phase 1 energy efficiency upgrades (summer construction 2021)

Completed Projects

South Burlington MS/HS, South Burlington, VT
- Feasibility Study / Conceptual Options / Schematic Design for Preferred Option South Burlington High School/Middle School
- Multiple upgrades and miscellaneous projects in recent years, including an athletics master plan and improvements for the turf field, bleachers, lights; interior renovations to Big Picture classrooms, elevator replacements

South Burlington Public Schools – District Master Planning

Shelburne (VT) Community School
- Phased renovation project to modify two existing “open classroom” wings for progressive, team-oriented spaces with learning commons, shared project lab and embedded special needs space.

Charlotte (VT) Central School – Phase 2 Addition/Renovation

Chittenden East Supervisory Union (8 Schools)
- Roof replacements, building envelope + system upgrades

Elm Hill + Union Street Schools, Springfield VT – renovation/addition

St. Albans City School - renovations/addition, roof/HVAC upgrades

St. Albans Town Educational Center – Classroom renovations

Acton-Boxborough (MA) Regional School District
- District-wide Facilities Assessment (Ph 1), Educational Planning & Capital Improvement Master Plan (Ph 2)

Greenfield High School, Greenfield, MA (MSBA)
- Feasibility Study considered renovation vs. new construction options. Selected Option was the phased construction of a new, 160,000sf LEED Gold school and renovation of the existing auditorium.

Park Avenue Elementary School, Webster, MA (new PK-4, 818 students) (MSBA)

Reference

David Young, Superintendent of Schools, South Burlington, VT
802-652-7250, dyoung@sbschools.net

DORE + WHITTIER

Thomas Hengelsberg AIA, NCARB, LEED AP, MCPPO
Associate

Project Manager

Tom will be your primary contact and responsible for overall team coordination, project meetings, communication, budget and schedule. Tom combines strong technical knowledge with a keen design sense and a collaborative management approach.

Years of Experience

11 with Dore + Whittier
17 with other firms

Education

Syracuse University
Bachelor of Architecture

Certifications

LEED Accredited Professional

NCARB

Registered Architect

- Vermont 2201
- New Hampshire 03864
- Massachusetts 31478

Memberships

American institute of Architects

Current Projects

Balmer Elementary School, Northbridge, MA (MSBA) – nearing completion

Charlotte Central School, Charlotte, VT

- Facility Assessment, 3-year phased Capital Improvement Plan, Phase 1 energy efficiency upgrades (summer construction 2021)

Completed Projects

South Burlington (VT) School District

- District Administrative Offices – planning & programming for relocation

Mt. Abraham Union High School, Bristol, VT

- Programming and conceptual design for renovations

City of South Burlington (VT)

- Facility Assessment of city buildings (two fire stations, city hall, civic center and DPW properties)
- City Hall – programming and concepts for new civic building

Larner Classroom University of Vermont College of Medicine, Burlington, VT

- Planning, design and construction administration services for a new high technology, Team-Based Learning classroom.

Greenfield (MA) High School (MSBA)

- Feasibility Study considered renovation vs. new construction options. The selected project was the phased construction of a new, LEED™ Gold 160,000sf school and full renovation of the existing auditorium. The school included several technical education programs and shops.

Northeast Metropolitan Regional Vocational School, Wakefield, MA

- Feasibility Study with multiple options evaluated in preparation for a major renovation/addition project
- On-Call Project Architect for small Capital Improvement Projects

MassBay Community College, Wellesley Hills, MA

- Review of existing conditions, programming, design analysis, and schematic design of a proposed relocation of and upgrades for the Library, Computer Lab, Computer classrooms and the Academic Achievement Center.

Reference

Justin Rabidoux, PE, Director of Public Works, City of South Burlington VT
802-388-0353

DORE + WHITTIER

Rani Philip, LEED AP, CDT

Assistant Project Manager

As the Assistant Project Manager, Rani will assist Tom with coordinating the design and production effort and maintaining the budget and schedule. As a LEED Accredited Professional, she will confirm that accepted sustainable design elements are integrated into the project.

Years of Experience

13 with Dore + Whittier
11 with other firms

Education

New Jersey Institute of Technology, Master of Architecture and Civil Engineering

Certifications

LEED Accredited Professional

Memberships

CSI Construction Documents Technologist (CDT)

Associate Member American Institute of Architects

Current Projects

South Burlington (VT) School District
- Planning, programming and conceptual plans for office relocation

Sheehan Elementary School, Westwood, MA (MSBA)

Completed Projects

Design / Construction

645 Pine Street, Burlington, VT
- Municipal Offices Programming, Space Reconfiguration

Charlotte (VT) Central School Renovations

Wilmington (MA) High School – New LEED Gold School (MSBA)

Lund Family Center, Burlington, VT – Renovations and 3rd Story addition

Feasibility Studies / Master Plans / Concept Plans

South Burlington (VT) School District
- Long-term school facilities Master Planning

Mt. Abraham Union High School, Bristol, VT

Oxbow High School and Riverbend Career & Technical Center, Bradford, VT

Balmer Elementary School, Northbridge, MA (MSBA)
- Feasibility Study & Schematic Design

Northeast Metropolitan Regional Vocational School, Wakefield, MA
- Feasibility Study with multiple options developed and evaluated ahead of a School Building Authority submission and request for project authorization

Acton-Boxborough Regional School District, Acton, MA
- Facilities Assessment (Ph 1), Educational Planning & Capital Improvement Master Plan (Ph 2)

Chelmsford (MA) Public Schools
- Comprehensive Facilities Assessment & Capital Improvement Plan (CIP)

Dedham (MA) Public Schools – Master Plan & Subsequent Updates

Town of Marshfield (MA)
- Town-wide facility assessment (6 schools and 13 municipal facilities)

Pittsfield (MA) High School Consolidation Study
- Feasibility study, including career and technical education programs, for possible consolidation of the City's two high schools and 2,000 students

Reference

Martha Keenan, Capital Improvement Program Manager, City of Burlington, VT
802-540-0701 / mkeenan@burlingtonvt.gov

DORE + WHITTIER

David S. Mentzer, AIA, NCARB, CDT, LEED AP, MCPPO
Senior Associate

Project Architect

As the Project Architect, Mr. Mentzer will evaluate building conditions and materials, and identify deficiencies and improvement opportunities. In the design phase, he will develop concept designs for the arrangement of space improvements for access and circulation as well as the physical appearance and architectural features of the building.

Years of Experience

12 with Dore + Whittier
5 with other firms

Education

University of Cincinnati
Bachelor of Architecture

Certifications

Registered Architect
Massachusetts 31981
Connecticut 13425
Vermont 58756

CSI Construction Documents Technologist (CDT)

National Council of Architectural Registration Boards (NCARB) 72889

LEED Accredited Professional

Massachusetts Certified Public Purchasing Official (MCPPO)

Memberships

American Institute of Architects

Awards

Inaugural Recipient of AIA VT John Dale Award (2020)

Current Projects

Hanlon Elementary School, Westwood, MA (MSBA) – In Schematic Design

Relevant Experience

Charlotte (VT) Central School
- Addition/renovation for entrance
- Reroof and new elevator project

South Burlington (VT) MS/HS
- Study and conceptual plan for new combined school facility

Vermont Military Department - Camp Johnson Building 2 Roof Repair/ Replacement

University of Vermont
- College of Medicine – planning, design and construction administration services for a new high technology, Team-Based Learning classroom

UMass Amherst Warren McGuirk Alumni Stadium
- Study completed with WSP as contract holder

Needham (MA) Public Schools
- High school 21,000 SF addition and 13,200 SF renovation
- New Sunita L. Williams Elementary School *(MSBA)*

Canton (MA) Public Schools
- Comprehensive District-wide Facilities Assessment (5 schools, 1 Admin)

Rockland (MA) Public Schools *(MSBA)*
- Feasibility Study, Design & Construction for new Middle School and adjacent renovated High School, LEED Gold (MSBA)

MSCBA House Doctor
- Framingham State University – Linsley Hall Study; Stairwell code upgrades in five residence halls; Student lounge and kitchen reno in Corrine Hall Towers
- Fitchburg State University – Fay Club Study; Southside Chiller; 132 Highland Faculty Housing

Reference

John Patry, Military Operations Manager, VT Military Department
802-338-3315 / john.patry@vermont.gov

DORE + WHITTIER

Marjorie K. Dickstein, AIA, NCARB, LEED AP BD+C, CCS

Specifications

Assisting the Project Team, Ms. Dickstein will select materials and components, develop specifications, and investigate all handicapped accessibility issues, and ensure that solutions comply with all requirements of ADA and Vermont Access Rules.

Years of Experience

7 with Dore + Whittier
19 with other firms

Education

Yale University
Master of Architecture

Eugene Lang College, New School for Social Research
Urban Studies
Bachelor of Arts

Parsons School of Design
Bachelor of Fine Arts, Environmental Design

Certifications

Registered Architect
Vermont 2787

LEED Accredited Professional, BD+C

National Council of Architectural Registration Boards (NCARB)

CSI Certified Construction Specifier (CCS)

Memberships

American Institute of Architects

AIA-VT Board of Directors

Starksboro Development Review Board, Vice Chair
2010-present

Addison County Regional Planning Commission

Addison County Act 250/ Section 248 Committee

Current Projects

East Gloucester Elementary School, Gloucester, MA (MSBA) – Construction Docs
Hanlon Elementary School, Westwood, MA (MSBA) – Design Development

Relevant Experience

Sunita L. Williams Elementary School, Needham, Massachusetts
- Feasibility Study, Design for new grades K-5 school

Pine Grove School, Rowley, Massachusetts
- Feasibility Study & Design

Needham (MA) High School
- Major classroom addition, construction with school in session ($12M +)

Shelburne (VT) Community School
- Phases 1-4: Provided specifications for $7.7 million renovation of two existing "open classroom" wings to house progressive team-oriented space

South Burlington (VT) High School
- Specifications for elevator upgrade

Massachusetts State College Building Authority (MSCBA) House Doctor Contract
- 132 Highland Faculty Housing, Fitchburg State - Complete gut renovation of 1913, 5-unit residence in high-density residential neighborhood

Connecticut Regional Fire School, Fairfield, Connecticut
- Department of Administrative Services Construction Division's new 16,000 SF Training Academy in southwestern Connecticut

Lester J. Gates Middle School, Scituate, MA
- Feasibility Study & Schematic Design through Construction Administration for a new grades 6-8 school abutting existing High School

Scituate (MA) Public Safety
- New, combined police and fire facility, completed in 2017

Westwood (MA) Fire Station No. 2
- New fire station

Webster (MA) Middle School
- Locker room upgrade/expansion

DORE + WHITTIER

Berglind Davis, NCIDQ, IIDA

Interior Design

Berglind has over 30 years of experience in interior design, including projects for civic, educational, healthcare, and corporate facilities.

Years of Experience

3 with Dore + Whittier
20 with other firms

Education

The Danish School of Design, Copenhagen
BFA Interior Architecture and Design

Certifications

Certified Interior Designer, National Council on Interior Designer Qualifications

Memberships

International Interior Design Association (IIDA)

Current Projects

Balmer Elementary School, Northbridge, MA (MSBA) – nearing completion
Boston Engine 42, Roxbury, MA – In Construction

Relevant Experience

645 Pine Street, Burlington, VT
- Municipal Offices Programming, Space Reconfiguration

MSCBA House Doctor
- Framingham State University 2018-2020 Summer projects

With BSD Design:
Northern Vermont University, Lyndonville, VT
- Do-North Co-Working Space

With TruexCullins:
St. Michael's College, Colchester, VT
- Student Housing

With Freeman French Freeman:
University of Vermont
- Redstone Student Dining Hall (LEED Silver)

St. Michael's College, Colchester, VT
- Student Center/Administration (40ksf) and Residence Hall (43ksf)

Middlebury College, Middlebury, VT
- Proctor Dining Hall Renovation

Johnson State College, Johnson, VT
- Stearns Student Center/Administration Area
- Bentley Science Building/Lab Fitup
- Visual Arts Center/Theater Renovations
- Athletic complex Renovation

DORE + WHITTIER

LICENSED ARCHITECT:
MA, CT, ME, VT, NY, AL

Conrad Ello

AIA, LEED AP

DESIGN PRINCIPAL OUDENS ELLO ARCHITECTURE

Conrad Ello, the proposed Design Principal for the project, is a founding principal at Oudens Ello Architecture, where he has led numerous successful commercial, cultural and academic projects.

As the Lead Principal for City of Burlington's "Visionary Redesign" study, Conrad will be invaluable to the team's review of this previous effort and the exploration and inclusion of new concepts and principles that they comport with the groundwork laid in that earlier work.

His recent projects include:

- The rehabilitation and expansion of a historic US Marine Hospital in Vineyard Haven, MA to create the new home of the Martha's Vineyard Museum (received two preservation awards from Preservation Massachusetts)
- The renovation and expansion of the Scituate Town Library (received a Merit Award from AIA New England).

Conrad is lead principal for the Belmont Public Library, a new 42,000 SF net-zero energy library facility in Belmont, MA and the renovation and expansion of the Faneuil Branch of the Boston Public Library.

Prior to co-founding Oudens Ello Architecture in 2007, Conrad was a Senior Associate and Vice President with Machado and Silvetti Associates, co-managing office operations for the firm and directing award-winning cultural projects. During his more than twelve years there, he was project director and lead designer for the Getty Villa, the Bowdoin College Museum of Art, The Addison Gallery of American Art, the Mint Museum of Art and the Mystic Seaport Museum. He has been a registered architect since 1996.

EDUCATION

- University of Virginia B.S. Architecture, 1989
- Harvard University Graduate School of Design Master in Architecture, 1994
- Registered Architect: MA, ME, CT, VT, NY, AL
- Member AIA, Boston Society of Architects; NCARB Certified; LEED Accredited Professional

RELEVANT EXPERIENCE

- "Visionary Redesign" of the Fletcher Free Library, Burlington, VT
- Stellwagen Bank National Marine Sanctuary Visitor Center, (NOAA) Provincetown, MA (net zero energy visitor's center)
- Mass Audubon, Brewsters Woods Museum of American Bird Art, Concord, MA
- Herter Park and Herter Center Master Plan, Boston, MA
- Orbia Global Headquarters, Waltham, MA
- Natura Mountain Resort, Dominical, Costa Rica
- Martha's Vineyard Museum, Vineyard Haven, MA
- West Tisbury Free Public Library, West Tisbury, MA (LEED Gold)
- Dartmouth Public Library, Dartmouth, MA (LEED Gold)

LICENSED ARCHITECT:
MA, NH, ME, CT, MD, VA, AL, WI

Matthew T. Oudens

AIA, LEED AP, MCPPO

CONSULTING PRINCIPAL OUDENS ELLO ARCHITECTURE

Matt Oudens will serve as Consulting Design Principal for the project. He will be involved in key meetings and decisions throughout the process, and contribute to the overall project design and technical development, .

Matt is a founding principal of Oudens Ello Architecture with thirty years of experience specializing in cultural, institutional, and educational projects, most notably leading the design and management of numerous public library projects.

His past work includes the recently completed Norwell Public Library and the Eastham Public Library on Cape Cod, recognized with a 2018 AIA/ALA Library Building Award honoring the best library architecture in the country. Matt is currently serving as lead principal for:

- The renovation of the 1969 Art Complex Museum in Duxbury, MA
- A new Watercraft Exhibit Hall for the Mystic Seaport Museum
- A new visitor center for the 1930's Pioneer Village Living History Museum (the first living history museum in the country) in Salem, MA

Prior to co-founding OEA in 2007, Matt spent ten years with Machado Silvetti in Boston where he was a Senior Associate, co-managing office operations for the 40-person firm and directing award-winning cultural projects including:

- The renovation and expansion of the Chazen Museum of Art, University of Wisconsin
- The new Black Family Visual Arts Center, Dartmouth College
- The new civic building and Veterans' Memorial Plaza at Town Square, Silver Spring, MD
- The Honan-Allston Branch of the Boston Public Library, winner of numerous awards including a 2003 AIA National Honor Award for Architecture and recipient of the prestigious Harleston Parker Medal.

Matt has been a registered architect since 1996. Matt is also a member of the Planning Board for the Town of Brookline, MA, where he also serves as a building committee member and design advisory team member for several significant projects in town.

EDUCATION

- University of Virginia B.S. of Architecture 1989
- University of Virginia Master of Architecture 1992
- Registered Architect: MA, NH, ME, CT, MD, VA, AL, WI
- NCARB Certified; LEED Accredited Professional; MCPPO certified

RELEVANT EXPERIENCE

- Mass Audubon, Brewsters Woods Museum of American Bird Art, Concord, MA
- Woodlawn Museum, Gardens & Park, Ellsworth, ME
- Concord Public Library, Concord, NH
- Boston Public Library, Fields Corner Branch, Boston, MA
- Norwell Public Library, Norwell, MA
- Eastham Public Library, Eastham, MA (LEED Gold, net zero energy)
- The Art Complex Museum, Duxbury, MA
- Watercraft Exhibit Hall, Mystic Seaport Museum, Mystic, CT
- Pioneer Village Living History Museum and Visitor Center, Salem, MA

REGISTERED ARCHITECT:
MA

Noel Murphy

REGISTERED ARCHITECT

ASSOCIATE / PROJECT ARCHITECT OUDENS ELLO ARCHITECTURE

Noel was key to the"Visionary Redesign" work with the Fletcher Free Library, managing the effort, gaining valuable insight and crafting various strategies. His presence on the team is important to maintaining continuity with staff, exploring options in greater detail, and advancing a potential design solution.

Noel will work closely with the design team and Project Manager Tom Hengelsberg to support the planning and design effort.

Noel has more than fifteen years of professional experience working on a wide range of architectural, urban design and master planning projects throughout the United States and abroad and has successfully managed various projects for Oudens Ello Architecture since 2016, noted below. Noel is adept at translating complex code and regulatory requirements into understandable and digestible parameters for projects. He is also a talented designer, and a recipient of the prestigious Rotch Traveling Scholarship in 2012.

He is currently working on the construction of the Faneuil Branch of the Boston Public Library and a master plan and conceptual design for a new Watercraft Exhibit Hall at Mystic Seaport Museum in Connecticut. Prior to joining OEA, Noel was a designer in the offices of Machado Silvetti (2008-2015) and Perkins + Will (2015-2016).

EDUCATION

- University of Virginia B.S. Architecture, 2001
- Harvard University Graduate School of Design Master in Architecture, 2005
- Registered Architect: MA
- NCARB Certified

RELEVANT EXPERIENCE

- "Visionary Redesign" of the Fletcher Free Library, Burlington, VT
- Boston Public Library, Faneuil Branch, Boston, MA
- The Art Complex Museum, Duxbury, MA
- Woodlawn Museum, Gardens & Park, Ellsworth, ME (new visitors' center for exhibition, education)
- Scituate Town Library, Scituate, MA (renovation / expansion)
- Belmont Public Library, Belmont, MA (new library)
- Williams College Museum of Art Renewals Projects, Williamstown, MA (renovations)
- Jule Collins Smith Museum of Art, Auburn University, Auburn, AL (renovation/expansion conceptual design)

KEY PERSONNEL

George D. Martin, P.E. – President

Academic Qualifications:
University of Vermont, B.S. of Electrical Engineering, 2005

Licenses:
Professional Engineer - Vermont

Experience:
L.N. Consulting, Inc. Burlington, VT – 2005 to present

John Askew, P.E. – Senior Engineer

Academic Qualifications:
Clarkson University, B.S. of Electrical Engineering, 1985

Licenses:
Professional Engineer – Vermont, NY, NH, MA, ME CT, FL, NJ
Lighting Certified – National Council on Qualifications for the Lighting Professions (NCQLP)

Experience:
L.N. Consulting, Inc. Burlington, VT – 2008 to present
Burlington Electric Department, Burlington, VT – 1995 to 2008
Thermo Consulting Engineers, Williston, VT – 1989 to 1995
Hertzberg Consulting Engineers, Burlington, VT – 1988 to 1989
Florida Power and Light Company, Cocoa, FL – 1985 to 1988

Scott Alexander, P.E. – Senior Engineer

Academic Qualifications:
Master of Engineering with specialization in Mechanical Engineering
Bachelor of Science in Engineering Science
University of Louisville, Speed Scientific School, Louisville, Kentucky, 1989

Licenses:
Professional Engineer – Vermont, NH, RI, MA, OH, VA

Experience:
L.N. Consulting, Inc. Burlington, VT – 2006 to present
Stantec, So. Burlington, VT – 2002 to 2006
Fluor Daniel, Cincinnati, OH – 1994 to 2002
Ralph M. Parsons Co., Pasadena, CA – 1990 to 1994

CONSULTANTS

Our consultants have been carefully selected to work with us on this project based on various criteria such as our history of working with them, their history in Vermont and working with the City, and their library experience in general and knowledge of the Fletcher Free Library in particular.

LN CONSULTING (LN) – *Mechanical, Electrical, Plumbing, Fire Protection*

- Currently working with D+W on renovations at Charlotte Central School
- Has worked with the City and systems at Fletcher Free Library
- Strong credentials related to sustainable, renewable, and energy efficient design techniques and systems
- Reputation for creativity, performance, cost analysis, vigilant CA, and application of alternative mechanical systems (geothermal, solar thermal, PV, fuel cell technologies)
- Designed more than 25 LEED or Green Globes certified buildings
- Engineer of choice for Vermont Gas Systems in advancing their geothermal program

ENGINEERING VENTURES, PC (EV) – *Site, Civil, Permitting*

- Frequent team member of D+W (completed Shelburne Community School, one of our three highlighted projects)
- Strong understanding of subterranean conditions in the vicinity
- Has completed numerous City projects, including investigation of the ravine sewer line behind the Fire Station and a sanitary/storm separation project there (for D+W), previous structural and civil design services for the Library, multiple restoration and preservation projects at the Congregational Church, and master planning for the entire Super Block

ACENTECH – *Acoustics, AV, Telecom, Security*

- Well-established firm and frequent D+W team member with a significant library portfolio
- Will provide programming and design for several critical library components including:

  Acoustical Design
  (Room acoustics, sound isolation, mechanical noise and vibration control)

  Audio Visual Systems
  Programming and design will be consistent with the ANSI/AVIXA "Standard Guide for Audiovisual Systems Design and Coordination Processes."
  (Display systems, audio playback and reinforcement systems, ADA-compliant assistive listening systems, integrated AV control system for program, meeting rooms, gathering/event spaces)

  Telecommunications
  Registered Communications Distribution Designers will provide design for hard-wired cabling and connectivity to all traditional computer, VOIP, analog circuits and wireless access points for the Owner's Wi-Fi network and connectivity for network-based High Performance Buildings and Intelligent Building Technologies.

  Security Systems
  Will integrate with existing enterprise system as possible and practical.
  (Access control, video surveillance, security devices)

NORWELL PUBLIC LIBRARY (OEA)

SUNITA L. WILLIAMS ELEM. SCHOOL (D+W)

WAGNER HODGSON – *Landscape Architecture*

Wagner Hodgson frequently works with architects to blur the lines between indoor and outdoor spaces. Existing and proposed architecture inform landscape design that often becomes an extension of the architectural geometries. WH will give careful attention to the outdoor micro-climate, solar orientation and proximity to social interaction / activity at the Library site. The series of outdoor "rooms" that WH created within the recently completed City Hall Park are flexible and can accommodate a multitude of uses for daily use and for larger, programmed events.

THE GREEN ENGINEER (TGE) – *Sustainability*

The Green Engineer, Inc. is a sustainable design consulting firm established in 2005 by Chris Schaffner, P.E., LEED Fellow, a nationally recognized expert in cost-effective, high-performance design. The firm has 24 employees, 20 of whom are LEED-Accredited Professionals.

- Has managed or been involved in over 200 LEED certified projects in New England and around the country, including 15 LEED Platinum projects
- Legally incorporated as a MA Benefit Corporation, a unique business model designed for for-profit companies that have social mission beyond profit
- A JUST organization, a program managed by the International Living Future Institute (ILFI) that focuses less on a core business model's environmental impact and more on its policies to improve social equity and employee engagement. "JUST is a nutrition label for organizations that attempt to be socially just and equitable." (ILFI)
- Has completed more than 20 projects with D+W, the West Tisbury and Eastham Libraries with OEA, and energy modeling of various design alternative for the BPL Central Library Renovation

PROJECT MANAGEMENT + COST (PM+C) – *Cost Estimating*

PM+C is D+W's primary cost estimating consultant. They have worked on over 60 of our projects ranging from small renovation/retrofit projects of a few thousand dollars to our large, multi-million dollar school projects for which several scenarios are often costed during the schematic design phase. They are reliable, prompt, and accurate cost estimators, have plenty of library experience, and can caution the design team about intervention concerns, cost implications, and strategies to reduce costs.

SIMPSON, GUMPERTZ & HEGER (SGH) – *Building Enclosure/Preservation*

SGH is a national engineering firm known for their investigation and rehabilitation of structures, building enclosures, and materials. They have worked on historic structures in over 30 countries, analyzing existing conditions and proferring solutions that balance the treatment and the client's budget and honoring the structure's historic significance.

PUBLIC ARCHEOLOGY LABORATORY (PAL) – *Historic Preservation*

PAL has completed hundreds of historic architectural surveys, encompassing tens of thousands of properties, including projects with OEA. PAL will review the VT Division of Historic Preservation's regulatory approval process, identify key issues related to the Fletcher Free Library and generate a schedule related to the process. All PAL projects strictly comply with the requirements of the Secretary of the Interior's Standards for Historic Preservation and other applicable state and federal guidelines. Virginia (Ginny) Adams is a Senior Architectural Historian and assists projects in meeting the Secretary of the Interior's Standards for the Treatment of Historic Buildings. Ginny has been with PAL for 35 years and teaches historic preservation in the Master's and Certificate programs at the Boston Architectural College.

NORWELL PUBLIC LIBRARY (OEA)

MARTHA'S VINEYARD MUSEUM (OEA)

GATES MIDDLE SCHOOL, SCITUATE, MA (D+W)

III. CURRENT WORKLOAD

> The degree to which you have engaged with our community and your willingness to collaborate at every step of the process paved the way for today's successful vote and we very much appreciate all of your hard work and dedication. I know we still have a lot of work ahead, but given our experience to date, I think I can safely say, on behalf of the SBC, the District, and the School Committee, we are very much looking forward to these continued partnerships.
>
> *Maya Plotkin, Chair, Hanlon Elementary School Building Committee*
> *Hanlon Elementary School, Westwood, MA (D+W)*

III. CURRENT WORKLOAD

BALMER ELEMENTARY SCHOOL (D+W)

BOSTON PUBLIC LIBRARY FANEUIL BRANCH (OEA)

DORE + WHITTIER

PROJECT	DESCRIPTION	STATUS	CONST. COST
Charlotte Central School *Charlotte, VT*	Envelope, HVAC upgrades	2021 Summer Construction	$3.86M
South Burlington School District *South Burlington, VT*	Renovations of vacated City Hall Building for District Administration offices	Programming/ Concept Plans	TBD
Vermont Military Dept. Westminster Armory *Westminster, VT*	Renovation / Expansion – Expanded classroom space, fitness, lockers and bathrooms, miscellaneous upgrades	Bidding	$1.6M
Balmer Elementary School *Northbridge, MA*	New School	Closeout	$77.45M

NOTE: D+W Current Workload shown for Vermont office/staff only. Personnel assigned to the Fletcher Free Library project are not engaged in any of our other open projects.

Oudens Ello Architecture

PROJECT	DESCRIPTION	STATUS	CONST. COST
Art Complex Museum *Duxbury, MA*	Renovations to upgrade visitor experience – 1969 heavy-timber frame	Construction	<$4M
Mystic Seaport Museum *Mystic, CT*	Watercraft Exhibit Hall - Adaptive Reuse of 32,000 SF turn-of-the century mill building	Study/Concepts	$8-$10M
Pioneer Village *Salem, MA*	New Visitor Center for Living History Museum	Master Planning/ Conceptual Design	$3-$5M
Stellwagen Bank National Marine Sanctuary *Provincetown, MA*	New Visitor Center – 10,000 SF, net-zero energy	Conceptual Design Study	~$12M
Boston Public Library *Boston, MA*	Faneuil Branch Historic Renovations/ Addition – Expanded program space and fully accessible entrance	Construction	$9.8M
Gloucester Lyceum & Sawyer Public Library *Gloucester, MA*	Transformational Renovation and Expansion Expanded program space, improved visibility and wayfinding	Schematic Design	$19.8M

IV. PAST PERFORMANCE

References
Awards & Recognition
Sustainability / LEED Certification
Errors & Omissions
Financial Responsibility – Schedule Adherence & Cost Control

> In addition to their superb aesthetic (which I believe speaks for itself in their designs), their synergistic nature, and their ability to work through challenges, Oudens Ello clearly understands the needs of a modern-day library. Without compromising on the design, they work with library staff to insure that the building will be both beautiful and functional. Working with Oudens Ello has been a rewarding process, and one I highly recommend.
>
> *Jessi, Finnie, MLIS, Library Director*
> *Scituate MA Town Library (OEA)*

IV. PAST PERFORMANCE

REFERENCES

DORE + WHITTIER

CHAMPLAIN VALLEY SCHOOL DISTRICT
Shelburne Community School
Charlotte Central School
Jeanne Jensen, Chief Operating Officer
jjensen@cvsdvt.org
(802) 985-1922

SOUTH BURLINGTON SCHOOL DISTRICT
David Young, Superintendent
dyoung@sbschools.net
(802) 652-7250

BURLINGTON VT FIRE DEPARTMENT
Chief Steven Locke
slocke@burlingtonvt.gov
(802) 864-4553

CITY OF SOUTH BURLINGTON
Ilona Blanchard
Community Development Director
lblanchard@sburl.gov
(802) 846-4123

CITY OF BURLINGTON
Kim Bleakley
Central Facilities Manager
kbleakley@burlingtonvt.gov
(802) 557-7082

GLOUCESTER LYCEUM & SAWYER FREE LIBRARY
Gloucester, MA
Marion (Mern) Sibley, President
Library Board of Directors
mernsibley@gmail.com
(978) 281-9763

GLOUCESTER LYCEUM & SAWYER FREE LIBRARY (OEA & D+W)

Oudens Ello Architecture

MA BOARD OF LIBRARY COMMISSIONERS
Lauren Stara, Library Building Specialist
lauren.stara@state.ma.us
(617) 725-1860 ext. 245

NORWELL PUBLIC LIBRARY
Rick Pomroy
Pomroy Associates (Owner's Project Manager)
rpomroy@pomroyassociates.com
(508) 456-4232

BOSTON PUBLIC LIBRARY
Mary Silveria, Asst. Director of Construction
City of Boston Public Facilities Department
mary.silveria@boston.gov
(617) 504-1976

SCITUATE TOWN LIBRARY
Jessie Finnie, Library Director
jfinnie@scituatema.gov
(781) 545-8727

EASTHAM PUBLIC LIBRARY
Deborah DeJonker-Berry, Library Director
ddejonkerberry@clamsnet.org
(508) 240-5950

GLADYS E. KELLY PUBLIC LIBRARY
Webster, MA
Rena Klebart, Building Committee Chair
rklebart006@gmail.com
(508) 943-8586

MARTHA'S VINEYARD MUSEUM
Dale Garth, Building Committee
dgarth@comcast.net
(781) 326-5007

OLD LIGHTHOUSE MUSEUM
Elizabeth Wood, Executive Director
director@stoningtonhistory.org
(860) 535-8445, ext. 10

AWARDS & RECOGNITION

DORE + WHITTIER

***Engineering News-Record* Top 100 Green Design Firms**
Debuted in 2015; ranked #78 for 2020

***Architectural Record* Top 300 Design Firms**
Debuted in 2013; ranked #216 for 2020

Shelburne VT Community School 2020
◊ Outstanding Design, *American School + University*

Scituate Public Safety 2020
◊ Station Design Honor Award, *Firehouse Magazine*

White St. Fire Station #3, Springfield, MA
◊ Bronze Design Award (Career Station)
Fire Chief Station Style
◊ Honor (Gold) Award (FIERO Fire Station Design)

Williston, VT Fire Headquarters
◊ Bronze Design Award (Volunteer Station)
Fire Chief Station Style
◊ Recognition (Bronze) Award
(FIERO Fire Station Design)

Dedham Middle School
◊ Gold Award – ACEC Professional Design Excellence

Lester J. Gates Middle School
◊ Ed Kirkbride Award for Excellence in Planning + Design (Association for Learning Environments)
◊ Outstanding Design, *American School + University*

Newton North High School
◊ AIA New England (BSA) Award for Design Excellence (w/Gund Partnership)

***American School + University* Outstanding Design Awards:**
Clinton Elementary School – Interior Design Excellence, Libraries/Media Centers

Bishop Feehan High School – Interior Renovation (included an addition for a new, high-performance, glass enclosed library/media center)

Pioneer Valley Regional School – Interior Renovation

King Philip Regional High School

Lanesborough Elementary School

Littleton High School

Oudens Ello Architecture

Martha's Vineyard Museum, Vineyard Haven, MA
◊ Robert H. Kuehn Jr. Award 2020
◊ People's Preservation Choice Award 2020
(Preservation Massachusetts)

Eastham Public Library, Eastham, MA
◊ National Library Building Award
(American Institute of Architects / American Library Association)

Scituate Town Library, Scituate, MA
◊ Merit Award for Excellence in Architecture, AIA New England

Awards noted below received for work completed while in leadership roles at Machado and Silvetti Associates.

Silver Spring MD Civic Building and Veterans Plaza
◊ Design Excellence Award
(Montgomery County MD Planning Department & Potomac Valley Chapter of AIA)
◊ Public Building of the Year
(Maryland Chapter of AIA)

Bowdoin College Museum of Art, Brunswick, ME
◊ Award for Design, Boston Society of Architects
◊ Honor Award, AIA New England
◊ Maine Statewide Historic Preservation Honor Award

Getty Villa, Malibu, CA
◊ Honor Award, AIA New England
◊ Honor Award, Boston Society of Architects
◊ Best Civic Architecture, Los Angeles Business Council

Honan-Allston Branch of the Boston Public Library, Allston, MA
◊ Award for Design Excellence
(Boston Society of Architects)
◊ AIA National Honor Award for Architecture, National Association of the American Institute of Architects
◊ Harleston Parker Medal
(Boston Society of Archiects)
◊ Honor Award (AIA New England)

SHELBURNE COMMUNITY SCHOOL (D+W)

NORWELL PUBLIC LIBRARY (OEA)

SUSTAINABILITY / LEED CERTIFICATION

DORE + WHITTIER

TOTAL
LEED Gold (v3) – 11 projects
LEED Silver (v3) – 1 project
LEED Silver (v4) – 2 projects

NOTABLE
East Gloucester (MA) Elementary School and Hanlon Elementary School, Westwood, MA, are currently in Design Development and will be Net Zero Energy ready.

White Street Fire Station – LEED Gold
- 1st LEED Gold Fire Station in the Northeast
- 1st LEED Gold facility for City of Springfield

Our LEED portfolio includes a few renovation projects. Six projects are tracking LEED Silver (v4), plus several projects were designed to be LEED Certifiable; client did not pursue certification. D+W generally designs to a LEED Silver minimum.

OTHER RECOGNITION
Elm Hill School, Springfield, VT
- Efficiency VT Advanced Building Core Performance© Achievement

Union Street School, Springfield, VT
- Efficiency VT Advanced Building Core Performance© Achievement

Lund Family Center, Burlington, VT
- Efficiency Vermont's Better Buildings by Design, Awarded 2nd Place for Excellence in Energy Conscious Building Design – Renovation & Retrofit category

NOTE: Our consultants have also contributed to innumerable LEED Certified and High Performance building projects.

Oudens Ello Architecture

LEED CERTIFIED LIBRARY BUILDINGS
Millis MA Public Library
- LEED Certified (v3)

West Tisbury Free Public Library
- LEED Gold (v3)

Dartmouth MA Public Library – North Branch
- LEED Gold (v4)

Eastham MA Public Library
- LEED Gold (v3)
- (Net-zero Energy, Class A – 100% on-site renewables)

EASTHAM PUBLIC LIBRARY (OEA)

EAST GLOUCESTER (MA) ELEMENTARY SCHOOL (D+W)

ERRORS & OMISSIONS

D+W follows a rigorous Quality Assurance / Quality Control process on all of our projects and provides a standard of care consistent with the industry and the delivery of professional design services.

A contingency is generally included in the project budget to accommodate unforeseen conditions and change orders that may occur. Historically, D+W projects see <1% in change order value (as a percent of construction cost) attributable to the design team, well below industry averages.

Professional liability insurance is available in the amount of $5 million. In our 29-year history, we have never used it.

PARK AVENUE ELEMENTARY SCHOOL, WEBSTER, MA (D+W)

FINANCIAL RESPONSIBILITY – SCHEDULE ADHERENCE & COST CONTROL

D+W's performance record related to maintaining schedules and meeting milestone targets is impressive. We have not failed to meet any design deadlines and there are only two projects in our recent history that have fallen behind schedule. One was due to a contractor default and the other to several contractor errors. Both projects recovered and finished to great acclaim with our persistence, coordination with the project teams, and cooperation with the towns.

Likewise, our ability to keep within budget is extraordinary. An abbreviated table is shown on the following page to offer examples of projects that have contributed to our change order average of less than 2% of the contract value. Change orders attributable to the design team are routinely less than 1%.

We believe there are two main reasons for our success. One is our uncompromising approach to interdisciplinary coordination and quality control. We ensure that our consultants possess a standard of service and delivery that aligns with ours and that they know from the outset what is expected. Our attention to our documents is relentless and consultants and contractors alike often tell us that ours are the best in the business. Comprehensive, complete, accurate, clear. Quality documents lead to improved cost control.

The second is a communication strategy rooted in an emphasis on open, inclusive, honest, accountable and respectful dialogue. We listen carefully, and address issues and concerns immediately with follow through so as to keep on track, decisively and amicably. We pursue design excellence within the context of the controlling budget.

As we approach our 30th Anniversary as Dore + Whittier Architects, the firm's financial situation is solid; we're in excellent health with manageable debt and have maintained a steady workload and all staff during the pandemic.

Independent Auditor:
Randy Sargent, CPA
Jacobs, Morrisette & Marchand
336 Water Tower Circle, Suite 801
Colchester, VT 05446
802-802-655-5665

Corporate CPA:
John Scheer, CPA
Scheer & Hickey PC
441 Water Tower Circle, Suite 200
Colchester, VT 05446
802-862-1006

PROJECT COST SUMMARY

	TYPE OF PROJECT	CONST. COST ESTIMATE	CONST. BID	FINAL CONST. COST	A/E CHANGE ORDERS
Rockland MS (new)/HS (reno)	Addition – 112,917 SF Renovation – 158,606 SF	$65,630,447	$66,523,737	$70,600,517	1.10%
Pine Grove ES, Rowley	Renovations – 90,852 SF	$30,185,684	$30,191,749	$31,287,462	unknown (3.63% total)
Medfield Public Safety	New Fire/Police HQ (41,022 SF); demo existing facility; temporary relocation of depts.	$15,518,621	$15,167,000	$15,818,706	0.91%
Needham High School	20,340 SF Addition Some classrooms, hallway reno, new boiler, gym reno	$12,028,384	$12,241,700	$12,960,720	0.81%
Weston High School	Addition – 24,000 SF Renovation – 5,910 SF	$9,957,985	$9,314,501	$9,801,848	1.42%
Shelburne Community School	Elementary School Reno – 30,000 SF	$7,200,000	$6,402,858		0.00%
	After adjustment to add library/C-wing		$7,552,858	$7,716,442	0.00%
Note: A good bidding climate, excellent bid docs and project management produced savings to add library and C-wing to project scope ($1.15M)					
Fitzgerald Public Safety	Addition (Police Station) Renovation (Fire Station) Addition – 15,010 SF Renovation – 17,482 SF	$6,261,650	$6,171,383	$6,478,442	0.70%
Lund Family Center	Renovation – 21,000 SF Addition – 7,200 SF	$4,989,627	$4,846,388	$4,973,874	0.00% (2.63% total)
Charlotte Central School	Renovations – 42.6 KSF	$3,746,087 (DD)	$3,857,678	$3,857,678	0.00% (GMP)
UVM Living + Learning – Bldg C	Renovations – 33,415 SF	$2,760,000	$2,305,000	$2,585,695	0.88%
JFK ES, Canton	Add Modulars	$2,121,000	$1,846,100	$1,846,100	0.00%

NOTE: The Table includes D+W public projects, most of which involved renovations. **All were completed within budget and on schedule.** A more complete project cost history is available, if requested, of projects ranging from $1M to $150M to illustrate an historical average outcome of change orders due to the A/E below 1% of the original construction value.

WEST PARISH SCHOOL, GLOUCESTER, MA (D+W)

SCITUATE (MA) PUBLIC LIBRARY (OEA)

V. PROJECT UNDERSTANDING & APPROACH

History & “Visionary Redesign”
Phase 1 Scope of Work/Deliverables
Phase 1 Goals
Initial Thoughts
Project Approach – Schematic Design (Phase 1)
Assistance with Funding & Community Engagement
Project Approach – Final Design & Construction (Phase 2)

> D+W did a great job through all phases of the project. Team members were incredibly responsive to questions and needs. They had a great vision in terms of the project and worked collaboratively with all stakeholders in the town to ensure that the project was a success.
>
> *Mark Thompson, Scituate Police Chief*
> *Scituate MA Public Safety Building (D+W)*

V. PROJECT UNDERSTANDING & APPROACH

HISTORY & "VISIONARY REDESIGN"

Fletcher Free Library is a key Burlington asset, providing access to valuable resources, programs, scheduled activities, and special events. Information obtained through community meetings and surveys conducted in 2015-16 led to Mission and Value Statements and a Strategic Plan 2017-2020. Recognizing the need for certain facility modifications and upgrades to offer patrons expanded programs, equitable opportunity and access, improved comfort, beneficial visits, and an improved patron experience, in 2019 the Library engaged in a "Visionary Redesign" with Oudens Ello Architecture and a philanthropic assessment with Christine Graham to discern what it might do towards these ends and how they might be achieved.

The Oudens Ello "Visionary Redesign" created an enticing prospect for the library's future, setting out a valid, yet high level starting point to an action plan. The study we will undertake and the schematic design we generate will build on the work initiated by OEA, honestly question assumptions made, and further develop options, a phased implementation plan, and associated execution strategies. Our Schematic Design deliverables will help to establish a viable path forward with tools to ground the fundraising and public awareness efforts and turn the dream to reality.

PHASE 1 SCOPE OF WORK/DELIVERABLES

The final deliverable for this Phase 1 effort is a set of Schematic Design documents with a construction cost estimate from a professional cost estimator. This will enable the City and the Library to proceed with its fundraising and public awareness campaigns, necessary steps prior to the initiation of Phase 2.

The SD Documents will include schematic level floor plans, elevations and sections, a site and landscaping plan, outline specifications, building system and general scope of work narratives, material descriptions, renderings and image boards.

The Project Approach describes the tasks and activities to produce the SD documents, anticipated to be completed over a 4-month period.

To achieve this objective, the following tasks must be conducted:

- Acquisition and review of all pertinent reports, studies, and other previous work
- Review and update of the OEA "Visionary Redesign"
- Programming confirmation
- Confirmation of and adherence to code, zoning and permitting requirements, environmental and conservation requirements
- Assessment of existing conditions and development of strategies for improvements and increased energy efficiency
- Exploration of and decisions related to goals
- Exploration of potential utility incentives, grants, and rebates
- A structural analysis of the historic Carnegie building
- Bi-weekly meetings with the Building Committee
- SD level Cost Estimate

During the process, we will research, evaluate and offer recommendations related to:

- Energy Conservation and Alternative Energy: note the team's extensive experience in this realm, particularly The Green Engineer, and LN Consulting who has worked with the Library, knows the MEP systems well, and is the engineering firm working with VT Gas Systems in advancing their geothermal program.
- Stormwater collection and distribution.

We will participate in at least three public presentations.

PHASE 1 GOALS

Listed below are various concerns to be addressed and goals for the Library's future, mentioned by staff during our building tour. We know this is not a complete list of deficiencies or desired upgrades, but it does offer a sense of the many topics that warrant discussion and exploration during our engagement with you.

For brevity, we offer commentary on only a few. Climate, Equity, and Neighborliness.

1. ***Climate Action Plan / Environmental Literacy***
   Climate change is a primary topic of concern. The Library exhorts environmental literacy and includes it as part of their literacy enrichment programming and outreach mission. Should the City and/or the Library desire, we can develop an educational storyboard or interactive display that describes the project and its impact, the building and its systems, and alignment with the City's Climate Action Plan (CAP).

   With the combined Green Building Design experience and expertise of D+W, OEA, LN Consulting and The Green Engineer, we will explore ways to exceed the 10% emissions reduction goals and the potential for incorporating solutions with a net zero objective. The design process will take into consideration mitigation strategies to contribute to the efforts of the CAP including but not limited to energy efficiency, renewable energy, waste reduction, educational opportunities, and cost effectiveness through explorations into:
   - Core performance guidelines
   - MEP/FP/Technology systems
   - Solar, geothermal, rainfall harvesting and other renewable energy sources
   - Material selection
   - Bicycle and pedestrian infrastructure (secure bike racks and coat/cubby areas to encourage emission-free travel)
   - Green roof
   - Collaboration with Vermont Gas and Burlington Electric (BED) Advance Metered Infrastructure
   - Waste management plan during construction
   - Stormwater management

2. ***Equity***
   Beyond the facility's accessibility issues to accommodate those with physical disabilities, creating equity for non-English speaking patrons through universal signage, wayfinding, technology, tools, and safety measures is a key objective.

   With more than sixty languages spoken in the community, the library should provide the means for translation, communications, transportation, and equal opportunity to participate in the library's program and events, in-person and remotely. Discussing with the City and the School

District might reveal strategies and/or mechanisms that are in place or under consideration for implementation that could direct the thinking around solutions.

In addition to accommodating the Howard Center—a community partner—the library should create areas for information and support services related to registration, legal, mental health, and recovery assistance, recreational and food share opportunities.

3. ***Site Considerations***
   Central to our design approach is gaining an understanding of a project's unique context, looking beyond the immediate limits of the site to understand its place in the larger historic, community and social context to help inform a solution that is rooted to its place and feels like an inevitable conclusion. To that end, we will endeavor to provide:
   - A welcoming and accessible main entry
   - Accommodations for outdoor programs
   - Neighborhood enhancement and integration,
   - An appropriate response to the re-visioning of College Street and the new hotel opposite the Library

   In the planning and programming process, we will look to optimize the site's potential, carefully considering outdoor space-making, vehicular and pedestrian circulation, procession from parking areas to the main entry, service points, events planning, flexible use patterns and particularly, how the building and landscape present themselves to neighboring properties and as a City resident and landmark. The Wagner Hodgson team, designers of the renewed City Hall Park, will help us to create and integrate a dynamic outdoor environment with the main entry, the building and the surroundings.

4. Safety and Security
5. Comfort / Acoustics
6. Mechanical Systems
7. Reinvigorate Carnegie and "restore the grandeur of the entry"
8. Community space
9. Multi-purpose areas for performances, exhibits, trainings and workshops
10. Meeting and activity space outside of normal hours (space shortage in the City)
11. Elevator, Circulation desk / Visibility (a "hinge" to both Carnegie and the 1980 buildings to create improved sight lines for passive security)
12. Isolation/separation of staff
13. Maintain operations during construction
14. A phasing plan that can correspond to the unknown timing and magnitude of funding

INITIAL THOUGHTS

The “Visionary Redesign” sets forth a bold plan with components that are both aspirational and inspirational, while being practical and achievable. There will be a break in the design process while the products of Phase 1 and the Library’s efforts are applied to fundraising and public awareness campaigns.

With the likelihood of construction needing to be phased as well, we have been thinking about how this could best happen. It is helpful that the Library is two buildings and is divided spatially and programmatically. One way to phase the construction would be to renovate the Carnegie Building first and complete the exterior site work in front of it. With the new elevator and stair hall in the History Room, a new accessible front entrance that switches the entry point back to its rightful place on the historic building, and activated street frontage, this first phase would be a shining beacon for the community that would fundamentally change how generations of people think about, access, and use the Library.

We think this first step would fuel fundraising for a follow-on phase to renovate the other half of the structure. To move the entire Library operation into one side or the other of the building and keep it operational during renovations will be challenging but certainly achievable. There are many practical questions that would need to be answered and this investigation would be central to our early Schematic Design activities.

PROJECT APPROACH – SCHEMATIC DESIGN (PHASE 1)

Kick-off Meeting / Information Gathering
This initial meeting will serve to get us (re)acquainted, establish the process by which we will be engaged with the City and the Library Building Committee, and confirm project goals, the scope of work, and other implementation strategies.

Progress Review Meetings
We expect to meet with the Building Committee every two weeks thereafter to present and discuss progress, obtain feedback, and resolve outstanding issues.

Existing Conditions Assessments (including historic building evaluation)
The team will assess and document existing conditions of the site and buildings which will provide us with the baseline to build upon and information necessary to render decisions as to what stays; where replacements, upgrades and improvements are needed; and how to incorporate design solutions. We will review record drawings provided by the Owner, and City, University, and State databases for site documentation information.

Revisit and Update the Visionary Redesign document
We will work with you to take a critical look at the Visionary Redesign document and explore:

- What is still true? What has changed? What has COVID changed?
- Points of the vision and plan to build upon, modify, reconsider
- The fundraising plan and construction phasing strategies
- Sustainability strategies that influence program

We will revisit Programming needs, co-location potential, and the Library's organization, staffing, protocols, policies and procedures.

Development of the Schematic Design
Input from these meetings will enable us to locate and configure spaces to best accommodate the program and begin to generate diagrammatic site plan, floor plans, elevations, and building sections. We begin to clarify spatial relationships, required adjacencies, spatial hierarchies, overall street presence and aesthetic feel, circulation of people and materials, and required services and systems.

Public Design Forums
Interspersed among meetings with the Building Committee, we will participate in at least three Public Design Forums. The timing and content of presentations and topics of discussion will be ascertained once we are engaged and gain a better sense of the thinking around the public awareness effort.

Feedback from these meetings will be catalogued in meeting notes, reviewed and validated by the Library Building Committee, and incorporated into the building design as appropriate.

Finalizing Schematic Design
The schematic design effort will refine sizes and dimensions and shape the major exterior and interior aspects of the project. Technical aspects, such as building systems options, will be vetted and major system decisions made. Structural strategies for foundations, any necessary underpinnings or soils mitigation, superstructure, and later bracing will be decided, all the while integrating with historical requirements of the Carnegie structure. Historic preservation standards will be set. Civil Engineering and Landscape decisions regarding site development will be made. The sustainability design checklist will be instituted using the LEED v4 system, and the project will decide whether to formally pursue LEED certification.

Cost Estimate
The schematic level of our drawings, outline specifications, and narratives will define the scope of work, interventions, and quality of materials and will be of sufficient detail for our independent cost estimators, PM+C, to obtain area or system-based take-offs. We will walk through the estimate with the Committee, line by line, and note any cost-saving measures worthy of further consideration.

Final Documents
In addition to the documents noted above, we will produce colored digital renderings of the site overview, building exterior, landscape spaces, and major interior spaces, much as was done previously by Oudens Ello for their "Visionary Redesign" report. These visual materials will confirm the schematic design process results and communicate design ideas to the broad public, City officials, voters, and donors. As an option, we can also produce animated fly-over/fly-through videos that are strong visual tools to illustrate our design direction, an effort that can take a month or so to produce.

Final Presentations and SD Submission
Depending on decisions made along the way, there could be a private "unveiling" of the final design to Friends and potential donors, followed by a public presentation/ press event to garner media coverage and begin the communications campaign rollout. Submission of these materials to the City and Library will conclude the SD phase.

ASSISTANCE WITH FUNDING & COMMUNITY ENGAGEMENT

Over the years, OEA has assisted clients on a wide range of project types with fundraising in a variety of ways, from directly engaging individual donors to helping secure grant funding. That work always begins with general public outreach during the design phases where engagement with a public audience builds consensus, ensuring a sense of ownership in the process, and high quality visual materials clearly and compellingly convey design intent.

From there, our involvement in fundraising involves collaboration with foundations, capital committees or other volunteer groups to tailor materials, either in digital or printed form, that engage specific donors, communities, or organizations. In Gloucester, Mass., our work on the Sawyer Free Library with D+W included interface with an independent fundraising consultant. We supplemented the consultant's efforts with visual and narrative materials.

Our success with grant funding is exemplified by the grant awards we were able to secure for all four of our clients who applied during two highly competitive, separate funding rounds with the MBLC. Through the Massachusetts Board of Library Commissioners' public library construction grant program, seventeen grants were awarded (out of 61 applicants); four were OEA projects. Gloucester's Sawyer Free library was waitlisted, so it too will eventually receive grant funding through this program.

DESIGN AND COMMUNITY ENGAGEMENT

Engaging community members in a meaningful and robust way is immensely important and we believe it to be the centerpiece of successful public projects. Our process invites and encourages public participation and, by presenting information concisely and thoroughly, planning and design is rewarded with valuable input and actionable feedback gathered from the participants. Various tools and methods of outreach can be applied in both phases depending upon your inclinations. D+W/OEA can:

- participate in and assist with public information meetings (at least 3 during Phase 1)
- work with the City and the Building Committee to develop the project budget and financial information
- assist with building tours to explain the project to the public
- assist in developing a project website, mailers, and promotional media
- encourage the use of and assist with input for social and traditional media
- produce imagery, renderings, and animated models

These strategies are intended to maximize the public's awareness, engagement, and understanding of the project, garner support for it, maintain communications, and share progress throughout the planning and design process.

PROJECT APPROACH – FINAL DESIGN & CONSTRUCTION (PHASE 2)

With funding secured and an authorization to proceed, we will continue to develop the design in an orderly, methodical way with key milestones to check scope and budget and stay on-track. A decision around the City's preferred construction delivery method will have been made by now.

Design Development (DD)
We will begin to develop detailed design documents that will describe the technical aspects of the project. Generally, this phase seeks to quantify the size, number, location, dimensions, relationships, and space requirements of major building systems and components. We begin to document the specific aspects and requirements of interior spaces, determine plans for sustainability, and make commitments to pursue green building measures.

Construction Documents (CD)
Construction Documents serve as the basis for the public bidding of the project. Permit sets will be submitted to code officials for permitting review and approval. D+W/OEA and our consultants will fully detail and specify the components of the project. Cost estimates will be provided at 60 and 90 percent completion and reviewed for adherence to the budget. Work is fully coordinated among consultant disciplines to provide consistency of documentation.

Bidding and Negotiation (B/N)
This phase differs somewhat between "hard-bid" and CM delivery, but tasks are similar. We will assist with bid package preparation, administer the bid process (coordinating and attending the pre-bid conference), review clarification requests and help with the evaluation of bids, including our recommendation for award. If CM-at-Risk is pursued, the process is similar from our perspective, but is driven more by the CM firm.

Construction Administration (CA)
After the bidding is completed, the City will have a completed design and a firm price for the construction of the project, permits in hand, and construction can commence. D+W is the rare design firm that provides great attention to the construction. Services during construction include regular site visits, weekly progress meetings and field reports, prompt reviews, decisions and approvals.

Project Closeout (C/O)
Once the construction project is complete, we work with the contractor or construction manager to secure as-built documents and warranties, furnish record document binders, provide building systems overview and training, and do a final back-punch to confirm that all remaining items have been completed. We assist the Owner with inevitable adjustments as the users and clientele occupy the new building.

VI. FEE PROPOSAL

Proposed Fee Narrative
Bid Form
Hourly Rates

> Oudens Ello brought a thoughtful, considered approach to their work at Woodlawn. Their effective communications and facilitation of the process enabled all of our stakeholders to have a voice. OEA anticipated our needs, refined and improved our building program, and delivered solutions that where achievable. Their positive interactions with our committee and board, and facilitation skill, made the project a success. The end result was a design that everyone felt connected to.
>
> *Joshua Campbell Torrance, Executive Director, Woodlawn Museum*
> *Addition and improvements to an historic estate in Ellsworth, ME (OEA)*

August 30, 2021

DORE + WHITTIER

D+W/OEA are pleased to submit a lump sum fee for Schematic Design services and deliverables as described in the RFP dated July 21, 2021 and subsequent addenda including question/answer responses.

While we have included the required bid form, we also wanted to provide a bit of background on the development of this fee to provide transparency and detail the breadth of services we would be providing and the included specialty consulting team members who's skill and services are included within our proposed fee.

The Schematic Design Fee of $183,000 includes the following disciplines:

1. Architectural – D+W (prime), and OEA (associate/design)
2. Architectural renderings (D+W/OEA)
3. MEP/FP (LN Consulting)
4. Structural Engineering (EV)
5. Civil Engineering (EV)
6. Landscape Architecture (Wagner-Hodgson)
7. Technology/AV (Acentech)
8. Acoustical (Acentech)
9. Cost Estimating (PM&C)
10. Code Consulting (D+W)
11. ADA/Universal Design (D+W)
12. Specifications (D+W)
13. Sustainability (The Green Engineer)
14. Historical Preservation (PAL)

Other consultants and services may be desired to accomplish during this SD phase or, as indicated within the RFP, as being undertaken in subsequent design phases. We would welcome a discussion on the potential advantages/disadvantages of completing some additional scope items during this crucial budget defining phase and we can provide some insights on what to budget for regarding some of these potential additional services.

A few examples: Developing an Energy Model early in the SD phase to assist in sizing and comparing multiple approaches for mechanical system infrastructure. This service can also be partially subsidized in early design phases by Burlington Electric and/or other agencies. The potential to drill a test well for analysis of a potential geothermal system. This service also has an opportunity to be partially subsidized by utility companies like VT Gas during an SD phase.

We also understand this site lies within a particularly interesting subsurface area within Burlington. Existing soils conditions will be important to understand for foundation design/repair and impact to budget. There are other examples we could share and discuss in order to best position the results of this phase with your expectations.

We don't want fee to be the determining factor regarding selection and would welcome an opportunity to refine our services and corresponding fees to meet your needs and budget. We believe in transparency, being reasonable and fair and we've demonstrated that with our previous work assignments with the City of Burlington. Our team is excited at an opportunity to work with Fletcher Free Library to continue the Visionary Redesign process and bring this much needed project to fruition.

Once you have had a chance to review, please let us know of any questions you may have.

Thank You.

Sincerely,

Lee Dore, Assoc. AIA, LEED AP, MCPPO
Principal
DORE + WHITTIER
doreandwhittier.com

EXHIBIT C – BID FORM

PROJECT: Fletcher Free Library Schematic Design

Consultant: Dore + Whittier Architects, Inc. Address: 212 Battery Street, Burlington, VT

Contact: Lee Dore Telephone/Email: 802 863-1428(o); 802-343-4044(c); lpdore@doreandwhittier.com

Estimated Start Date: October, 2021 Estimated End Date: January, 2022 (4 month duration for SD)

ITEM	UNIT	SUBTOTAL
Schematic Design	Stipulated Lump Sum	$ $183.000.00
Breakdown of studies & estimated costs (environmental, etc.)	RFP scope of work for SD included within lump sum fee	See attached fee narrative
Reimbursable expenses	Not to Exceed cost	$5,000.00 (nte)
Hourly rates of staff		See attached standard hourly rates

TOTAL BID: $ 183,000.00

BY SIGNING THIS BID FORM, THE CONSULTANT AGREES TO ABIDE BY ALL SPECIFICATIONS AND CONDITIONS IN THE CONTRACT DOCUMENTS, INCLUDING THE FOLLOWING:

1) Perform work in accordance with applicable rules, regulations, codes, and ordinances of local, state and federal authorities;
2) Obtain and pay for necessary permits, licenses and certificates and give notices as required during the performance of the work; and
3) Coordinate work with Facilities Manager to minimize discomfort and displacement of employees in both buildings, create best efficiencies possible. The building will be occupied at all times during this contract.

CONSULTANT'S BID INCORPORATES THE EVALUATION OF THE EXISTING CONDITION OF MATERIALS AND WHETHER OR NOT MORE THAN REMOVAL AND REPLACEMENT IS REQUIRED.

SIGNATURE & DATE

Lee P. Dore

NAME

President

TITLE

WITH THIS BID, THE CONSULTANT MUST INCLUDE SIGNED CERTIFICATES OF COMPLIANCE WITH LIVABLE WAGE (for projects over $15K), OUTSOURCING AND UNION DETERRENCE. THESE FORMS ARE INCLUDED IN EXHIBITS D, E, AND F.

HOURLY RATE SCHEDULE

DORE + WHITTIER

Discipline

Administrative	$65.00
3D (BIM) Modeler	$100.00
Assistant Project Manager	$120.00
Interior Designer	$125.00
3D (BIM) Modeler Senior	$130.00
3D (BIM) Manager	$140.00
Interior Designer Senior	$140.00
Job Captain	$145.00
Project Architect/Designer	$145.00
Code Specialist	$145.00
Specifications Writer	$145.00
Educational Planner	$150.00
Project Manager	$160.00
Principal	$185.00

Standard Terms of Payment:

Payment Due Upon Receipt

Reimbursables are invoiced at cost x 1.10. Mileage is reimbursed at $0.575/mile.

Above Rate
Applicable to Period **From: 1 Jan 2021** **To: 1 Jan 2022**

Hourly rates are subject to change at the end of each calendar year.

DORE + WHITTIER
212 Battery Street
Burlington, Vermont 05401
T 802 863 1428

Oudens Ello Architecture
46 Waltham Street, Suite 4A
Boston, Massachusetts 02118
T 617 422 0980

ATTACHMENT B

DORE&-1

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/10/2022

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
585-385-0428
Poole Professional B&B of MA
107 Audubon Rd, #2, Ste 305
Wakefield, MA 01880
Thomas M. Mullard

CONTACT NAME: Thomas M. Mullard
PHONE (A/C, No, Ext): 585-385-0428
FAX (A/C, No):
E-MAIL ADDRESS: smiller@poole-ny.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Co.	25615
INSURER B : Travelers Indemnity Co America	25666
INSURER C : Travelers Property Casualty Co	25674
INSURER D : Phoenix Insurance Company	25623
INSURER E : XL Specialty Insurance Company	37885
INSURER F :	

INSURED
Dore & Whittier Architects Inc.
212 Battery Street
Burlington, VT 05401

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	
A	X COMMERCIAL GENERAL LIABILITY			68087H225898	02/19/2021	02/19/2022	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA8234L276	02/19/2021	02/19/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB X OCCUR			CUP8444Y331	02/19/2021	02/19/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		UB4K767113	05/01/2021	05/01/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Prof. Liability			DPR9982976	08/26/2021	08/26/2022	PER CLAIM	5,000,000
	PollutionLiability						AGGREGATE	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Fletcher Free Library Renovations 235 College Street, Burlington, VT 05401

CERTIFICATE HOLDER

CITYBU7

City of Burlington
City Hall
149 Church Street
Burlington, VT 05401

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

ACORD 25 (2016/03)

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ATTACHMENT C

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 Dore + Whittier Architects.
   - **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:** Prior to beginning any work, the Consultant 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. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. 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. Each policy (with the exception of professional liability and worker's compensation) shall name the City as an additional insured for the possible liabilities resulting from the Consultant's actions or omissions. The liability insurance furnished by the Consultant is primary and non-contributory for all the additional insured.

   The Consultant is responsible to verify and confirm in writing to the City that: (i) all sub-consultants must comply with the same insurance requirements as the Consultant; (ii) all coverage shall include adequate protection for activities involving hazardous materials; and (iii) all work activities related to the Contract shall meet minimum coverage and limits.

   No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the Consultant for the Consultant's operations. These are solely minimums that have been developed and must be met to protect the interests of the City.

   A. <u>General Liability And Property Damage</u>: With respect to all operations performed by the Consultant, sub-consultants, agents or workers, it is the Consultant'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'/Consultants' 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: With respect to all operations performed, the Consultant shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all sub-consultants 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

C. Professional Liability Insurance:

1. General: The Consultant shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

   (a) $3,000,000 - Annual Aggregate

   (b) $2,000,000 - Per Occurrence

2. Deductibles: The Consultant is responsible for any and all deductibles.

3. Coverage: Prior to performing any work, the Consultant shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Consultant shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

D. Automobile Liability: The Consultant 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.

E. Valuable Papers And Records Insurance: The Consultant shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Consultant, sub-consultant, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the consultant to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of one hundred and fifty thousand dollars ($150,000) when the insured items are in the Consultant's possession, and in the amount of forty thousand dollars ($40,000) regardless of the physical location of the insured items.

F. Umbrella Liability:

1. $1,000,000 Each Event Limit

2. $1,000,000 General Aggregate Limit

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:** 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.

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:** To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the [Head of Department] shall act as referee on all questions arising under the terms of the Contract and that the decision of the [Head of Department] in such cases shall be binding upon both Parties.

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. INDEMNIFICATION:

A. Indemnification by Consultant: Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, consultant undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Consultant or its subconsultants of any tier.

B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Consultant in writing that a claim to which the indemnification provision may apply has been filed. Consultant shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of clams to which this provision applies.

C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.

D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Consultant or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Consultant or any third party.

39. 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.

40. 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.

41. 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.

42. 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.

43. INTERPRETATION & IMPLEMENTATION: Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

44. ARM'S LENGTH: This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Consultant.

45. 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.

46. CHOICE OF LAW: Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

47. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont.

48. BINDING EFFECT AND CONTINUITY: This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

49. SEVERABILITY: The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

50. ENTIRE CONTRACT & AGREEMENT: This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

51. APPENDICES: The City may attach to these 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.

52. NO THIRD PARTY BENEFICIARIES: This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

53. WAIVER: 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 D

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, Lee P. Dore, President , on behalf of Dore & Whittier Architects, Inc. ("the Contractor") in connection with a contract for Fletcher Free Library Design 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 August 27, 2021 By: Contractor _____
Lee P. Dore, Dore & Whittier Architects, Inc.

Subscribed and sworn to before me:

Date August 27, 2021 Notary _____

MICHELLE SOTO NOTARY PUBLIC STATE OF VERMONT

Burlington's Livable Wage Ordinance

$15.64

WHEN
employer offers employer assisted health insurance

$16.66

WHEN
employer ***does not*** offer employer assisted health insurance

and 12 days of paid time off per year*

*for full time employees

MORE INFORMATION:

Which workplaces are covered?

Any employer that gets paid at least $15,000 by the City of Burlington for services rendered in a 12-month period are covered.

Employers that have a collective bargaining agreement with their employees are exempt.

What should employees covered by the Livable Wage Ordinance expect?

Livable wages, 12 days paid time off per year for vacation, illness or personal time (pro-rated for part time employees), and adherence to other applicable state and federal laws.

You have the right to file a complaint if you believe your rights under this ordinance have been violated. Employers found to be in violation of the Livable Wage Ordinance may have to pay back wages and fines, and may be at risk of losing contracts with the City of Burlington, depending on the severity of the violation.

To file a complaint, contact:

Livable Wage Monitor
Call (802) 865-7000, option 1 or
Email:
livablewage@burlingtonvt.org

Livable Wage July 2021 – June 2022

ATTACHMENT E

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

I, Lee Dore, on behalf of

Dore and Whittier Architects, Inc. (Contractor) and in connection with the

Fletcher Free Library

[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 Burlington, VT, Vermont this 12 day of January, 2022

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

MICHELLE SOLOMON NOTARY PUBLIC STATE OF VERMONT

ATTACHMENT F

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

I, Lee P. Dore, President, on behalf of Dore & Whittier Architects, Inc. (Contractor) and in connection with Fletcher Free Library Design Services (City contract/project/grant), hereby certify under oath that Dore & Whittier Architects, 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 Burlington, Vermont this 27th day of August, 2021.

By: _____
Duly Authorized Agent Lee P. Dore, President

First AMENDMENT TO THE AGREEMENT BETWEEN Dore + Whittier AND THE CITY OF BURLINGTON REGARDING Fletcher Free Library Schematic Design - Restoration & Preservation of Windows and Masonry to 1904 building

A first amendment to the Agreement between **Dore + Whittier** and The City of Burlington regarding **Fletcher Free Library Schematic Design - Restoration & Preservation of Windows and Masonry to 1904 building** (the first Amendment) is made and entered into as of the 25th and day of October, 2023 by and between the City of Burlington, a Vermont municipal corporation ("City"), and Dore + Whittier (collectively, "the parties").

Background

A. The parties entered into that certain agreement, dated as of 1/13/22 (the "Agreement") in order to develop Schematic Design documents that were to build off of the FFL Visionary Redesign Project done in 2019.

B. The consultant was to perform the services of developing conceptual Schematic Design documents. This included floor plans, elevations, and sections to describe the building at a Schematic level. Design documents were to show compliance with program elements, applicable building and zoning codes/setbacks, environmental and conservation requirements, and include provisions for required permits and variances. Design consideration was to consider alternative energy and energy conservation design and storm water collection and distribution systems. Also, they were to provide site plans showing utilities, parking and access, site improvements and landscaping.

   Additionally, recommendations were to be given based on work with City Utilities to include obtaining rebates, grants and efficiencies. Evaluation of the historical structure and the needs and requirements to maintain the integrity and the feel of the building, included in the overall design was to be developed. Additionally, there were to be developed system descriptions for structural and MEP systems that create the most energy efficiency possible.

C. The parties desire to enter into this first Amendment in order to continue to undertake further schematic design work specific to and detailed for the Restoration and Preservation of the Windows and Masonry of the 1904 building. This includes:

   a. Additional site verification and spot-measurement

b. Consultation with a CM to further develop the scope of work and means & methods of construction.
c. Consultation with VT Division for Historic Preservation on plans for the façade & roof repairs.
d. Development of schematic design floor plan for scope location, annotated building elevations and/or photographs assembled on drawing sheets indicating façade renovations and reconditioning, conceptual enlarged window elevations and details.
e. Development of SD-level written specifications for the work.
f. Review of the drawings and scope of work , adding modifications if needed.
g. Prepare an estimated conceptual cost prepared by the CM.

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the parties as follows:

1. In **EFFECTIVE DATE, TERM, AND TERMINATION**, paragraph B., the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

   This Contract and the Parties' respective performance shall commence on the Effective Date and expire on ~~June 30,2023~~ June 30, 2024 or upon the satisfaction of the City, unless sooner terminated as provided herein.

2. In **PAYMENT FOR SERVICES**, paragraph A., the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

   Amount. The City shall pay the Consultant the sum of ~~One Hundred Eighty Three Thousand Dollars ($183,000.000)~~ Two Hundred and Thirteen Thousand Dollars ($213,000.00).

3. A new Attachment G named ***Historic 1904 Building Exterior and Structural Repairs D+W Proposal for Professional Services*** be added after Attachment [F] and will be adopted by reference and made part of this Agreement.

4. Except as specifically amended by the terms of this first Amendment, the Agreement remains in full force and effect. Unless specifically defined in this first Amendment, all terms shall have the meanings contained in the Agreement.

IN WITNESS WHEREOF, this first Amendment is executed as of the day and date first above written.

CITY OF BURLINGTON, VERMONT

By: _____
Mary Danko, Director
Duly Authorized Agent
Fletcher Free Library

By: _____
Duly Authorized Agent

LEE DORE, PRESIDENT
(Print Name and Position)

Second AMENDMENT TO THE AGREEMENT BETWEEN Dore + Whittier AND THE CITY OF BURLINGTON REGARDING Fletcher Free Library Schematic Design - Restoration & Preservation of Windows and Masonry to 1904 building

A first amendment to the Agreement between **Dore + Whittier** and The City of Burlington regarding **Fletcher Free Library Schematic Design - Restoration & Preservation of Windows and Masonry to 1904 building** (the first Amendment) is made and entered into as of the _____ day of June ,2026 by and between the City of Burlington, a Vermont municipal corporation ("City"), and Dore + Whittier (collectively, "the parties").

Background

A. The parties entered into that certain agreement, dated as of 1/13/22 (the "Agreement") in order to develop Schematic Design documents that were to build off of the FFL Visionary Redesign Project done in 2019.

B. The consultant was to perform the services of developing conceptual Schematic Design documents. This included floor plans, elevations, and sections to describe the building at a Schematic level. Design documents were to show compliance with program elements, applicable building and zoning codes/setbacks, environmental and conservation requirements, and include provisions for required permits and variances. Design consideration was to consider alternative energy and energy conservation design and storm water collection and distribution systems. Also, they were to provide site plans showing utilities, parking and access, site improvements and landscaping.

   Additionally, recommendations were to be given based on work with City Utilities to include obtaining rebates, grants and efficiencies. Evaluation of the historical structure and the needs and requirements to maintain the integrity and the feel of the building, included in the overall design was to be developed. Additionally, there were to be developed system descriptions for structural and MEP systems that create the most energy efficiency possible.

C. The parties desire to enter into this second Amendment in order to continue to undertake further Design Documents & Construction Documents work specific to and detailed for the Transformational Remodel Project. This includes:

   Architecture & Engineering Design Development

Deleted: First

Deleted: October, 2023

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Deleted: schematic design

Deleted: Restoration and Preservation of the Windows and Masonry of the 1904 building

Deleted: <#>Additional site verification and spot-measurement¶
Consultation with a CM to further develop the scope of work and means & methods of construction.¶
Consultation with VT Division for Historic Preservation on plans for the façade & roof repairs.¶
Development of schematic design floor plan for scope location, annotated building elevations and/or photographs assembled on drawing sheets indicating façade renovations and reconditioning, conceptual enlarged window elevations and details.¶
Development of SD-level written specifications for the work.¶
Review of the drawings and scope of work , adding modifications if needed.¶
Prepare an estimated conceptual cost prepared by the CM.¶
A/E BASIC DESIGN SERVICES for

Deleted: <#>$1,032,2

Architecture & Engineering Construction Documents

SUPPLEMENTAL DESIGN SERVICES (Consultant Team — DD + CD Only)

Civil Engineering (incl. stormwater & permitting fees)

Landscape Architecture

Land Surveying

Kitchen Equipment Consulting

Technology Consulting

Security Consulting

Acoustical Consulting

Audio-Visual Consulting

Cost Estimating

Historic Preservation (VT SHPO / Section 106)

Building Envelope Consulting

Energy Modeling

Geotechnical Engineering

Hazardous Materials Consulting

Commissioning

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Deleted: — Acentech $23,100

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Deleted: — V.H. Adams $12,280

Deleted: — Cx Assoc/Thornton Tomasetti $31,240

Deleted: — LN Consulting $14,000

Deleted: — GEODesign $57,767

Deleted: — Fuss & O'Neill $38,198

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Deleted: (MEP + Building Envelope) — Cx Associates $114,275

NOW THEREFORE, in consideration of the Background described above and other good and valuable consideration, IT IS AGREED by and between the parties as follows:

1. In **EFFECTIVE DATE, TERM, AND TERMINATION**, paragraph B., the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

   This Contract and the Parties' respective performance shall commence on the Effective Date and expire on ~~June 30,2023~~ ~~June 30, 2024~~ June ,2026or upon the satisfaction of the City, unless sooner terminated as provided herein.

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2. In **PAYMENT FOR SERVICES**, paragraph A., the original text shall be revised as follows, with deletions indicated by strikethroughs and additions indicated by underlines:

   Amount. The City shall pay the Consultant the sum of ~~One Hundred Eighty Three Thousand Dollars ($183,000.000)~~ ~~Two Hundred and Thirteen Thousand Dollars~~

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~~($213,000.00).~~ Three million Five Thousand Nine Hundred and Sixty One Dollars ($3,005,961.00)

3. A new Attachment G named ***D+W Design Development & Construction Documents Phase Fee Proposal*** be added after Attachment [F] and will be adopted by reference and made part of this Agreement.

4. Except as specifically amended by the terms of this second Amendment, the Agreement remains in full force and effect. Unless specifically defined in this second Amendment, all terms shall have the meanings contained in the Agreement.

IN WITNESS WHEREOF, this first Amendment is executed as of the day and date first above written.

CITY OF BURLINGTON, VERMONT

By: _____
Mary Danko, Director
Duly Authorized Agent
Fletcher Free Library

By: _____
Duly Authorized Agent

_____
(Print Name and Position)

Commented [A1]: See proposal for amount of $2,792,961 (may change), that needs to get added to previous amount of $213,000 for a total of $3,005,961.

Deleted: ~~Three million Five Thousand Nine Hundred and Sixty One Dollars ($3,005,961.00)~~¶
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Deleted: ***Historic 1904 Building Exterior and Structural Repairs***¶
D+W Proposal for Professional Services

Deleted: first

Deleted: first

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Fletcher Free Library Submitter: Mary Danko

Title/Subject: FFL Transformational Remodeling Project Design Documents & Construction Documents Contract with D+W

Approval Requested:		Meeting Date:
☒	Board of Finance	6/15/2026
☒	City Council	6/29/2026
☐	Both BOF and Council	Click or tap to enter a date.

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	6/5/2026	Mary Danko
Mayor's Office	Yes	6/8/2026	Chief of Staff Lisa Gerlach
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	6/5/2026	CA Kim Sturtevant
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	6/5/2026	CA Kim Sturtevant
CAO for budget, financing, and memo	Yes	6/8/2026	CAO Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

To: Board of Finance and City Council
From: Katherine Schad, Chief Administrative Officer
Date: June 15 and 29, 2026
Subject: Extension of Letter of Agreement between City of Burlington and University of Vermont

Executive Summary

The University of Vermont (UVM) and City of Burlington (COB) entered into a letter of agreement in June 2019 that quantified an annual payment made by UVM to COB to cover the impact of UVM on City operations. The initial time period covered by the agreement was July 1, 2018 – June 30, 2022. In accordance with the agreement, in May 2021, UVM informed the City of its intent to opt in to the three-year renewal clause in the agreement. In May 2025 the agreement was extended by a year with the understanding that negotiations would be able to take place during this time. However, both parties have found this topic to be complex and it has taken time to assemble all of the historical records. At this time now that preparations have concluded, and by mutual understanding, UVM and the City would like to extend the agreement until June 30, 2027 to allow negotiations to occur.

Background

The University of Vermont (UVM) and City of Burlington (COB) entered into a letter of agreement in June 2019 that quantified an annual payment (called the "omnibus payment") made by UVM to COB to cover the impact of UVM on City operations including police and fire services as well as any and all other resources the City or its agents render to UVM and its community. The initial time period covered by the agreement was July 1, 2018 – June 30, 2022. Payment from UVM was laid out as follows:

FY19: $1,340,000

FY20: $1,366,800

FY21 and further: FY20 rate + 2% per year additional

In addition to the omnibus payment, the letter of agreement clarifies that the other separate agreements between the City and UVM continue to remain in force:

- February 18, 2028 10-year Capital Plan
- March 16, 1989 PILOT agreement for UHC at DeGoesbriand Unit, including amendment #1 May 31, 2001
- Any other agreement between UVM and the City regarding extra Police patrols or special events
- September 15, 2009 Memorandum of Agreement re: 2009 Zoning Amendments "the 2009 Agreement" and any agreement that extends or replaces it

In accordance with the agreement, in May 2021, UVM informed the City of its intent to opt in to the three-year renewal clause in the agreement and the extension was approved by City Council on May 24, 2021.

The agreement is set to expire on June 30, 2026 and the City would like to allow sufficient time for thoughtful negotiations to occur, both parties are in agreement that the existing agreement should be extended for one year, until June 30, 2027.

Financial

The current agreement includes a 2% increase each year for inflation. The 2% increase will apply to the extension.

Motions

Board of Finance Motion:

- To approve and recommend that the City Council approve a one-year extension to the Letter of Agreement between the City of Burlington and University of Vermont dated June 24, 2019.

City Council Motion:

- To approve the one-year extension to the Letter of Agreement between the City of Burlington and University of Vermont dated June 24, 2019.

OFFICE OF THE CLERK/TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000
Fax (802) 865-7014
TTY (802) 865-7142

MEMORANDUM

TO: Board of Finance and City Council

FROM: Darlene Bayko, Assistant Director of Finance

DATE: June 15, 2026 Concurrent

RE: Approval to Execute Master Lease

Overview

On April 24, 2026 the City of Burlington sent out a Request for Proposals ("RFP") to solicit proposals from qualified firms to enter into a capital lease agreement (the "Lease") in the aggregate amount of $2,733,763 for the financing of fleet which were approved May 19, 2025 and August 4, 2025 by the Board of Finance and City Council. As the motion for that fleet purchase said at the time, financing would be determined by the Clerk/Treasurer's Office and term of up to seven & ten years." We now are bringing to the Council those financing terms.

The City determined that the leased assets had a useful life of seven and ten years and the finance term may not exceed the useful life of such assets. The terms of the financing are summarized and are shown in Appendix A attached.

A complete detailed list of proposed Fleet to be leased is shown in Appendix B is attached. Please note that the lease payments will be covered under Wastewater and Airport.

RFP Process

The RFP was posted to the City's website, and we sent emails to several reputable leasing companies across the United States. The City received bids as required by the May 13, 2026 deadline from the following firms: Bank Funding, LLC, First American, M&T Bank, and Key Government Finance.

As shown in Appendix A (Attached), we received four bids that were deemed responsive: the lowest bid was $3,311,059 from BankFunding, LLC followed by First American $3,343,907, Key Government Finance 3,368,545, and M&T Bank $3,391,850.

Recommendation

We recommend awarding the contract to the lowest bidder, BankFunding, LLC with a seven year term on all assets rather than split seven & ten years per Airport's request for the lower rate.

MOTION:

Board of Finance:

To approve and recommend that the City Council authorize Katherine Schad, Chief Administrative Officer, or designee to execute a Tax-Exempt Lease Purchase with BankFunding, LLC for the amount $2,733,763 with an annual payment of $443,846 to be paid out of Wastewater and Airport Budgets within the approved Fiscal year 2026 Budgets subject to review by counsel and to authorize Katherine Schad to take such further actions, and to execute such further instruments approved as to form by counsel, as may be necessary or convenient to effectuate the transactions contemplated hereby.

City Council:

To approve and authorize Katherine Schad, Chief Administrative Officer, or designee to execute a Tax-Exempt Lease Purchase with BankFunding, LLC for the amount of $2,733,763 with an annual payment of $443,846 to be paid out of Wastewater and Airport Budgets within the approved Fiscal Year 2026 Budgets subject to review by counsel; and to authorize Katherine Schad to take such further actions, and to execute such further instruments approved as to form by counsel, as may be necessary or convenient to effectuate the transactions contemplated hereby.

CITY OF BURLINGTON
REQUEST FOR PROPOSALS

Issued: April 24, 2026

Due: May 13, 2026

I. PROJECT BACKGROUND

The City of Burlington, Vermont (the "City"), is seeking proposals from qualified financial institutions and banks to purchase its proposed $2,733,763 Capital Lease for Fiscal Year 2026 (the "Lease"). The Lease will finance Fleet & Equipment listed in Exhibit A. Some of this Fleet & Equipment may have already been purchased and paid for by the City during the fiscal year and the lease financing will be funded directly back to the City. Please e- mail a PDF version of the proposal by 12:00 PM EASTERN TIME on May 13, 2026 to Darlene Bayko (dbayko@burlingtonvt.gov).

II. SCOPE OF WORK

Issuer: City of Burlington, Vermont (the "City")

Issue Description: Fiscal Year 2026 Capital Lease (the "Lease")

Par Amount: $2,733.763

Bond Counsel: Paul Frank & Collins

P.C. Proposal Due Date: May 13, 2026

Expected Award: **May 15, 2026**

Expected Closing/ **June 19, 2026**

Funding Date: **June 19, 2026**

Interest Payments: Semi-annual on each June 19 and December 19, commencing June 19, 2026.

Term: **$ 108,884 - 7 years – Fixed Rate**
$2,624,879 - 10 years – Fixed Rate

Principal Payments: **June 19 & December 19**

$_____

Interest Calculation: 30/360

Security: The Fleet/Equipment

Lease payments: The Lease debt service payments will be subject to annual appropriation by the City Council.

Bank Qualification: The City will **not** designate the Lease as a "qualified tax exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Rating: The Lease will not be rated. The City's current underlying General obligation Bond rating with Moody's is Aa2.

Master Lease

Purchase Agreement:

The lease documents to be used in the transactions will be standard tax-exempt lease documents provided by Lessor and acceptable to the City and its nationally recognized bond counsel. The final form is subject to negotiation prior to final acceptance. Bidders should present their form of lease documents with their bid. If the winning bidder and City cannot agree on a form of lease, the City may make the award to the next best qualified bidder.

III. RESPONSE FORMAT

If you are interested in a direct purchase of the City's proposed capital lease, please submit a comprehensive proposal describing your qualifications, outlining all anticipated costs and detailing the material terms and conditions of the principal legal documents. Outlined below are the items of information that should be specifically included in your firm's response.

1. **Name of Bank: _____**
2. **Maximum Commitment Amount (up to): $_____**
3. **Interest Rate: _____**
4. **Prepayment Provisions:**
    a. Please describe the terms and calculation methodology for any proposed pre- payment penalties (if any). Please provide definitions of key terms, as necessary.
5. **Other Conditions:**
    a. Please detail any other conditions that would be required of the City. Please define any terms necessary to understand these conditions.
6. **Other Fees:**

a. Proposers must also identify any costs associated with this bid and cap these costs.

These costs will be taken into account in determining the all-inclusive cost of borrowing.

i. Purchaser's Counsel $_____

ii. Other Expenses $_____

7. Reporting Requirements:

a. Please explain any reporting requirements that would be required of the City.

8. Personnel:

a. Please provide the contact information (email, address, and phone) of the individuals who will be working with the City.

9. Timing:

a. Please note the Bank's timing to receive internal credit approval upon receipt of mandate.

10. Conflicts of Interest:

a. Please describe any conflicts of interests that could impact the contemplated transaction.

11. Representation of Present Intent to Hold:

a. Purchaser/Bidder has a present intent to hold the Lease and has no present intention of reselling or otherwise disposing of all or a part of such Lease. Purchaser/Bidder acknowledges that the City is relying on the foregoing representation and based on this representation this transaction meets the requirements for being a qualifying exception for purposes of MSRB Rule G-34, and the City is excepted and released from the requirement to request a CUSIP assignment on behalf of the City pursuant to MSRB Rule G-34 for the Lease.

The undersigned Proposer certifies that this proposal is firm for 30 days from the date of submittal indicated below. Fees and Expenses are to be paid only if the transaction is closed.

By: _____

Title: _____

Date: _____

Signature: _____

I. VENDOR SELECTION

No proposal will be considered accepted until all necessary City authorizations, including those required by Board of Finance and City Council if necessary, have been received and an agreement is executed by both parties.

II. SUBMISSIONS

III. EXHIBITS

A. Exhibit A: FLEET LIST

Bid documents include this main body of the request for proposals and all exhibits.

IV. CONTRACTING

The Vendor must qualify as an independent contractor and, prior to being awarded a contract, must 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 consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the vendor shall obtain Insurance Coverage in accordance with the Burlington Contract Conditions (Exhibit in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

V. AGREEMENT REQUIREMENTS

The selected vendor will be required to execute a contract with the City on the terms and conditions required by the City.

VI. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for the response to this Request for Proposals.

VII. 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, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

VIII. INDEMNIFICATION

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals 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 response.

IX. 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 Request for Proposals in no way obligates the City to award a contract.

X. OWNERSHIP OF DOCUMENTS

Any materials submitted to the City in response to this Request for Proposals 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.

XI. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Consultant shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the consultant may proceed without any modification being made to the bid or contract documents.

XII. 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.

EXHIBIT A

CITY OF BURLINGTON, VERMONT

FISCAL YEAR 2026 CAPITAL LEASE COST ESTIMATES

WASTEWATER	2026	FORD	F350	SERVICE TRUCK	$108,884
AIRPORT	2026	M-B COMP	MB2	(2) MULTI-TASKING EQUIP	$2,624,879
FY25 TOTAL					**$2,733,763**

Appendix A
City of Burlington, Vermont
Capital Lease Financing
RFP Summary 2026

	BankFunding, LLC	First American	Key Government Finance	M&T Bank
Financed Amount	**$2,733,763**	**$2,733,763**	**$2,733,763**	**$2,733,763**
Term	7 & 10 years	7 & 10 years	7 & 10 years	7 & 10 years
Interest Rate	4.08%/4.29%	4.35%/4.52%	4.57%/4.19%	4.80%/5.024%
Total Cost	**$3,311,059**	**$3,343,907**	**$3,368,545**	**$3,391,850**
Payments	Schedule I - Fourteen (14) payments of $8,839.06 and Schedule II Twenty (20) payments of $159,365.61 payable semi-annual, first payment due 6/19/2026	Schedule I - Fourteen (14) payments of $8,911.07 and Schedule II Twenty (20) payments of $160,957.58 payable semi-annual, first payment due 6/19/2026	Schedule I - Fourteen (14) payments of $9,175.42 and Schedule II Twenty (20) payments of $162,004.44 payable semi-annual, first payment due 6/19/2026	Schedule I - Fourteen (14) payments of $9,107.19 and Schedule II Twenty (20) payments of $163,217.46 payable semi-annual, first payment due 6/19/2026
Prepayments	Lessee will have the option to pre-pay the remaining lease balance on any payment date after the first anniversary for 102% of the remaining balance.	May elect to prepay the lease at any time. The prepayment price shall be the sum of: i) the present value of all future payments to become due, discounted at 2%, and ii) the amount of the purchase option.	The Facility may be prepaid in whole prior to the Maturity Date subject to a prepayment premium equal to a percentage of the outstanding principal as set forth; Yr 1, 2.5%, Yr 2, 1.75%, Yr 3, 1.50%, Yr 4, .1%, Remaining, 0%	Provided there are no events of default and that the lease is current, Lessee may prepay all, but not less than all, of the lease on any lease payment date for an amount equal to the then remaining principal.
Notes	In order to hold the interst rate through the date of funding into escrow, Lessee must notify Lessor that the Lessor is the apparent winner of the bid by May 20, 2026. If notification is not received by May 20, 2026, or if funding does not take place by June 19, 2026, the Lease Rate and Lease Payment Amounts may be adjusted up or down in accordance with 79% of any change in the 5-year SOFR swap rate (currently 3.84%).	the rental rates are based on the like-term Swap Rates of 3.897% and 4.022% (referred to as the Index Rate) as of May 12, 2026 and may be adjusted proportinately for any change in the Index Rate prior to notice of award. After award, the rental rate will remain locked until funding and remain fixed for the duration of the lease term. If funding of the Escrow Account does not occur within 30 days of notice, the rental rates may be adjusted accordingly.	The fixed interest rate provided is based on KeyCorp's Cost of Funds Index ("Index") as of May 13, 2026. The final rate will be subject to Index to the Closing Date based on any changes in the Index.	The indicative interest rates in this proposal are based on M&T Bank's respective like-term Cost of Funds (COF) as of May 12, 2026 for a Non-Bank Qualified transaction. The intereest rate quoted will be held for a closing to take place on June 19th, 2026. Thereafter, the rate will be fixed three days prior to the closing and may be indexed to this COF at discretion of Lessor

Prepared by Darlene Bayko, Assistant Director of Finance

APPENDEX B

CITY OF BURLINGTON, VERMONT

FISCAL YEAR 2026 CAPITAL LEASE COST ESTIMATES

FY26						
WASTWATER	2026	FORD	F3	SERVICE TRUCK	$108,884.00	$108,884.00
AIRPORT	2026	M-B COMP	MB2	(2) MULTI-TASKING EQUIP	$1,312,439.50	$2,624,879.00
						$2,733,763.00

Board of Finance and City Council Submission Checklist

Department: Clerk Treasurer Office Submitter: Darlene Bayko

Title/Subject: Fiscal Year 2026 Fleet Master Lease Approval

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	06/15/2026

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/20/2026	Katherine Schad
Mayor's Office informed and approved memo	Yes	5/21/2026	Kara Alnasrawi
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/9/2026	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	5/20/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	RFP, Appendix A Summary of Bids
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

Resolution Relating to

APPROVING THE ISSUANCE OF GRANT ANTICIPATION NOTES FOR THE COSTS OF AIRPORT IMPROVEMENT PROJECTS

RESOLUTION_____
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
_____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Six..……

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City of Burlington (the "City") owns and operates the Burlington International Airport (the "Airport"); and

WHEREAS, the City anticipates the receipt of federal grants from the Federal Aviation Administration (the "FAA") for airport improvement projects, which, together with current grants from the FAA, total at least $10,000,000 (the "Grants"); and

WHEREAS, the City will implement the airport improvement projects pending the receipt of the Grants and will receive reimbursement from the FAA under the Grants; and

WHEREAS, the City Council, pursuant to 24 V.S.A. § 1773(c), may undertake temporary loans in anticipation of the receipt of grants-in aid from any source, for a period of not more than one year, and may refund and renew outstanding temporary loans by the issuance of a new note or notes dated before the date the total grant-in-aid is received;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Burlington, Vermont, as follows; and

BE IT FURTHER RESOLVED that the City shall issue grant anticipation notes, secured by the Grants, in one or more series, in an aggregate principal amount not to exceed $10,000,000 (the "Notes"), for the object and purpose of financing the costs of the Airport Improvement Projects that are the subject of the Grants. The Notes shall be secured by a pledge of the Grants as payment therefore and shall mature less than one year from the date of issuance thereof. The Notes may further be payable on a subordinate basis, from net revenues of the Airport, to the extent legally permissible under the Airport General Bond Resolution adopted May 6, 1997 (as supplemented and amended to date). The Notes may be issued on a draw-down line of credit basis; and

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized and empowered to execute and deliver (i) the Notes on behalf of the City, in such form and with such terms as they deem necessary and in the City's best interest, (ii) one or more security, pledge and loan agreements as may be

requested by the financial institution purchasing the Notes, and (iii) all other documents and instruments necessary or convenient in connection with the issuance of the Notes and/or the receipt of the Grants.

OFFICE OF THE CLERK/TREASURER
City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

To: Board of Finance & City Council
From: Darlene Bayko, Asst Director of Finance
Marie Friedman, CPA, Chief Financial Officer, Burlington International Airport

Date: June 15, 2026 Board of Finance & City Council
Action: Action
RE: Grant Anticipation Note (GAN)

Executive Summary

The Airport needs temporary financing in anticipation of funding that is obligated under the current twenty-three Federal Aviation Administration (FAA) Grants. These grants cover many projects including runway and taxiway improvements, terminal apron rehabilitations, noise mitigation measures for residences and residential sound insulation, building a new apron, a new passenger boarding bridge and updating the noise exposure map. The proposed Grant Anticipation Note is secured by a pledge of the Grants, and not the Full Faith and Credit of the City, and will have a maturity of less than one year from the date of issuance. The FAA acknowledges that projects approved under their grants may need financing and allows that any interest incurred using a GAN borrowing is 100% reimbursable. Please note that this is the same Grant Anticipation Note that was approved last year, this is just a renewal.

Logistics

The City of Burlington (the "City") is planning to renew a Grant Anticipation Note (the "Note") for Burlington International Airport (the "Airport"). Under 24 V.S.A. § 1773(c), a municipal corporation may, upon resolution of its legislative branch, issue revenue anticipation notes in anticipation of the receipt of grants-in-aid. The proceeds from such grant anticipation notes must be used for the purpose and projects contemplated by the grants. The grant anticipation notes cannot mature more than one year from the date of the note, but may be refunded and renewed. State law allows such grant anticipation notes to be refunded and renewed from time to time prior to receipt of the underlying grant.

The Note is secured by a pledge of the Grants, and not the Full Faith and Credit of the City, and will have a maturity of less than one year from the date of issuance. The FAA allows 100% of GAN interest to be reimbursed under the Passenger Facility Charge program (PFC) through an application process. The Airport uses the City accounting system to track all interest paid under the GAN. Therefore, any interest incurred is eligible to be fully funded by PFC revenues.

History
The City has previously entered into many Airport Improvement Program (AIP) Grant Agreements (the "Grants") with the U.S. Department of Transportation, Federal Aviation Administration, and have been previously approved by the Board of Finance and City Council for certain airport improvement projects. The proceeds from the Note are to be used to implement these projects, and in turn, the City expects to be reimbursed from the Grants.

Issuing the Grant Anticipation Note
The accompanying Resolution provides for the issuance of the Note in an amount up to $10,000,000. This will be used for financing temporary loans in anticipation of current FAA Grants. The Airport currently has nine active grants for the renewal of the GAN which has a remaining balance of $28 Million in upcoming expenditures. The Airport also anticipates receiving up to $1.2 Million in additional grants during the upcoming fiscal year.

The Resolution authorizes the Mayor, the City's Chief Administrative Officer, and the Director of Finance to execute and deliver the Note, any security, pledge and loan agreements that may be required by the financial institution purchasing the Note, and any other agreements related to the Note or the Grants that may be necessary. As the source of payment is from the FAA, the Note will not be eligible for issuance as a tax-exempt obligation.

Board of Finance Motion: To approve, and recommend that Council approve, the attached resolution.

City Council Motion: To waive the reading and to approve the attached resolution.

Board of Finance and City Council Submission Checklist

Department: Clerk Treasurer Office Submitter: Darlene Bayko

Title/Subject: Fiscal Year 2026 Renewal of $10MM Airport GAN

	Approval:	Meeting Date:
☒	Board of Finance	Click or tap to enter a date.
☒	City Council	Click or tap to enter a date.
☒	Concurrent	06/15/2026

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/7/2026	Katherine Schad
Mayor's Office informed and approved memo	Yes	06/08/26	Lisa Gerlach/Kara Alnasrawi
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/8/2026	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	6/7/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	Yes	Legal to forward
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

Resolution Relating to

APPROVING THE ISSUANCE OF A GRANT ANTICIPATION NOTE FOR THE COSTS OF CERTAIN CITY CAPITAL IMPROVEMENT PROJECTS

RESOLUTION_____
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
_____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Six..……

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City of Burlington (the "City") anticipates the receipt of federal and state grants for certain capital improvement projects (the "Projects"), which, together with current federal and state grants awarded to the City, total at least $10,000,000 (the "Grants"); and

WHEREAS, the City will implement the Projects pending the receipt of the Grants and will receive reimbursement from federal and state authorities pursuant to the Grants; and

WHEREAS, the City Council, pursuant to 24 V.S.A. § 1773(c), may undertake temporary loans in anticipation of the receipt of grants-in aid from any source, for a period of not more than one year, and may refund and renew outstanding temporary loans by the issuance of a new note or notes dated before the date the total grant-in-aid is received;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Burlington, Vermont, that the City shall issue one or more grant anticipation notes, secured by the Grants, in an aggregate principal amount not to exceed $10,000,000 (together, the "Note"), for the object and purpose of financing the costs of the Projects that are the subject of the Grants. The Note shall be secured by a pledge of the proceeds of the Grants as payment therefore and shall mature less than one year from the date of issuance thereof. To the extent legally permissible and as may be requested by the financial institution purchasing the Note, the City may transfer the proceeds of such Grants, when received, to a separate account designated by such purchaser in order to perfect such purchaser's security interest in such proceeds. The Note may be issued on a draw-down line of credit basis; and

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are, and each one of them is, hereby authorized and empowered to execute and deliver (i) the Note on behalf of the City, in such form and with such terms as they deem necessary and in the City's best interest, (ii) one or more security, pledge and loan agreements as may be requested by the financial institution purchasing the Note, and (iii) all other documents and instruments necessary or convenient in connection with the issuance of the Note and/or the receipt of the Grants.

OFFICE OF THE CLERK/TREASURER
City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

To: Board of Finance & City Council
From: Brad Kukenberger, Director of Finance/Darlene Bayko, Asst Director of Finance

Date: June 15, 2026 Board of Finance/City Council
Action: Action
RE: $10,000,000 General Fund Grant Anticipation Note (GAN) Renewal

Executive Summary
The General Fund (GF) needs temporary financing in anticipation of funding that is obligated under several Federal/State Grants. These grants cover certain capital improvement projects including Champlain Parkway, design & construction to rebuild Bank Street, Cherry Street, and sections of Pine Street & St. Paul Street, including workforce development, construction of a Shared Use path along Queen City Park Road, between Austin Dr. and Central Ave, and construction of a Shared Use path along intervale Rd.

The proposed Grant Anticipation Note is secured by a pledge of the Grants, and not the Full Faith and Credit of the City, and will have a maturity of less than one year from the date of issuance.

Logistics
The City of Burlington (the "City") is planning to finance a Grant Anticipation Note (the "Note") for the City of Burlington General Fund. Under 24 V.S.A. § 1773(c), a municipal corporation may undertake temporary loans in anticipation of the receipt of grants-in aid from any source upon resolution of its legislative branch. The proceeds from such Grant Anticipation Notes must be used for the purpose and projects contemplated by the grants. The Grant Anticipation Notes cannot mature more than one year from the date of the note, but State law allows such Grant Anticipation Notes to be refunded and renewed from time to time prior to receipt of the underlying grant.

Issuing the Grant Anticipation Note
The accompanying Resolution provides for the issuance of the Note in an amount up to $10,000,000. This will be used for financing temporary loans in anticipation of current Federal/State Grants.

The Resolution authorizes the Mayor, the City's Chief Administrative Officer, the Director of Finance, and Assistant Director of Finance to execute and deliver the Note, any security, pledge and loan agreements that may be required by the financial institution purchasing the Note, and any other agreements related to the Note or the Grants that may be necessary.

Board of Finance Motion: To approve, and recommend that Council waive the reading and approve, the attached resolution.

City Council Motion: To waive the reading and approve the attached resolution.

Board of Finance and City Council Submission Checklist

Department: Clerk Treasurer Office Submitter: Darlene Bayko

Title/Subject: Fiscal Year 2026 Renewal of $10MM General Fund GAN

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	06/15/2026

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/7/2026	Katherine Schad
Mayor's Office informed and approved memo	Yes	06/08/26	Lisa Gerlach
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/8/2026	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	6/7/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	Yes	Legal to forward
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

MEMORANDUM

TO: Board of Finance / City Council

FROM: Mike Schramm, PE DPW Water Resources Engineer
Martin Lee, PE DPW Water Resources Engineering Manager

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

DATE: June 15, 2026 Board of Finance
June 29, 2026 City Council

RE: Cherry Street Water Distribution Improvements – Step III DWSRF Loan Application & Cherry Street Sewer Collection Improvements – Step III CWSRF Loan Amendment

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REQUEST

The Department of Public Works ("DPW") and its Water Resources Division (WRD) seeks authorization, through the attached resolution, to apply for a Drinking Water State Revolving Fund ("DWSRF") loan amount of $2,033,000 for the Cherry Street water distribution improvements and to apply for a Clean Water State Revolving Fund ("CWSRF") loan amendment amount of $2,604,600 for the Cherry Street sewer collection improvements associated with the Great Streets Cherry Street project. In addition, WRD seeks authorization to designate the Mayor and appropriate City staff to execute associated documents.

INTRODUCTION:

In 2014, the suburban-style mall that disconnected Bank and Cherry Streets decades ago as part of Urban Renewal was purchased and later demolished. The CityPlace Burlington developers (formerly the BTC Mall Associates) subdivided this main parcel, transferred ownership of the truncated sections of Pine Street and St Paul Street to the City, and committed to a public-private partnership to rebuild these streets, reconnect Bank and Cherry Streets, and coordinate street and sidewalk improvements in all directions. As you are aware from other City efforts, the City of Burlington has entered into an agreement with the Vermont Agency of Transportation[1] to develop a project to rebuild Bank Street and Cherry Street, and build one new block of Saint Paul Street and one new block of

[1] https://burlingtonvt.portal.civicclerk.com/event/6933/files/attachment/2885

Pine Street to the Burlington Great Streets Standards. The first phase of the project will be the work on Cherry, Pine and St Paul Streets, with Bank Street likely being a subsequent phase. This infrastructure project will accommodate hundreds of new housing units on Cherry Street and greater housing development potential in the City overall.

During design development WRD has evaluated the project corridor to consider water resources infrastructure needs including: accommodations for future growth in the project corridor, projected future flow from East Wastewater Treatment Plant (WWTP) through the project corridor, updated design standards, and asset management recommendations to replace infrastructure. In March 2024, the City executed an engineering services agreement for design engineering services with Stantec for the CDS Cherry Street and RAISE Reconnecting Downtown (#CA0811 Burlington CDS CD23(1) - VTrans Grant #CA0811) project.

Drinking Water Loan Application

Water distribution improvements within the Cherry Street corridor will include replacement of water distribution mains which are over 100 years old, installation of new fire hydrants and anticipated replacement of identified water services[2] based on construction material and/or condition. The Cherry Street water distribution improvements includes approximately 1,400 feet of water main replacement.

The water main rehabilitation work will be funded from the 2025 voter approved WATER bond Sustainable Infrastructure Plan. More information about the Sustainable Infrastructure Plan (WATER and LAKE bonds) is located here:

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

Burlington's water main renewal plan is guided by asset management decision making, a process that aims to effectively allocate limited resources to minimize system risk. Factors that guide the selection of water main renewal projects, and were used to select the water system components identified for replacement within the Cherry Street project corridor, include: coordination of subsurface improvements in advance of other capital projects such as street paving, age of pipe, break history on specific pipes, and criticality of pipes to the larger drinking water distribution system.

WRD is planning on using a DWSRF Loan to fund the proposed water infrastructure improvements. The DWSRF carries specific requirements during the procurement, design, and construction phases of projects. While this adds some time and effort on the front end, it is balanced by the lower cost (up to 2% administrative fee and up to 1% interest rate), the ability to extend repayment out to 30 years and a delayed repayment

[2] For capital projects that include water distribution rehabilitation work, Water Resources proactively replaces water services within the City Right of Way that are galvanized or in poor condition. The consequence of a potential water pipe failure is high on streets with new streetscape improvements, especially for a project like this that has more investment than a typical streetscape project.

period (1 year from the completion of construction) which allows for some flexibility in budgeting for debt service. These benefits will result in mitigated rate increases for our customers.

This memo seeks approval to submit a loan application to the DWSRF program to cover up to $2,033,000 of the water distribution construction costs (including construction phase engineering). The water distribution improvements are included in the Great Street Cherry Street final design package and will be competitively bid for construction. WRD is seeking to apply for this loan now based on anticipated project bid and loan processing timing. The current plan is for DPW to advertise for construction bids for the Cherry Street project in early 2027, with bid opening in spring 2027 and construction beginning in summer 2027. The final loan amount will be based on the final cost components of the project (within the loan limit).

Some of the steps required prior to advertising the project include ensuring a Water Construction Permit is in place and all necessary environmental reviews are complete. DPW will return to Board of Finance and City Council to seek approval to execute construction contracts after project bids are received.

See the Cherry Street Water Distribution Improvements cost summary for additional details.

Clean Water Loan Amendment

WRD continues to pursue the consolidation of the City's three (3) existing wastewater treatment plants to two (2), with the pumping of wastewater flows that are currently treated at the East WWTP to Main WWTP. The preferred route for the redirected East WWTP flow includes a gravity sewer segment along the Cherry Street corridor from South Winooski Avenue to Battery Street. WRD plans to take advantage of the opportunity that the ongoing Great Street work planned for Cherry Street offers by installing an upsized (24-inch) gravity sewer pipe under Cherry Street that would be adequate to convey up to 3 million gallons per day (MGD) of wastewater flows from East WWTP, in addition to existing and anticipated future wastewater flows generated within the Cherry Street sewer collection area.[3]

The Cherry Street sewer collection improvements includes approximately 2,100 feet of pipe replacement and upsizing as well as select sewer service[4] replacements.

The sewer collection improvement work will be funded from the 2025 voter approved

[3] Consolidation of East WWTP to Main WWTP will also require upsizing and improvements of impacted collection system components outside the limits of the Cherry Street project.

[4] Similar to the Main Street Great Street project, water resources is replacing portions of sewer services in the City Right of Way that were found to be in poor condition based on video inspection in 2026. This is not typical of most projects in Burlington because all sewer services are privately owned. However, the consequence of a potential sewer pipe failure (such as a sink hole) is high for these comprehensive streetscape projects where so much public investment is being made into the street surface.

LAKE bond Sustainable Infrastructure Plan. WRD is planning on continued use of a CWSRF Loan to fund the Cherry Street sewer improvements. The CWSRF municipal construction loan program offers attractive terms including the following; 2% annual administrative fee in lieu of interest, 20 to 30 year term (not to exceed the useful asset life) and a repayment period that starts 1 year from the completion of construction.

If loan authorization is granted and WRD is successful in securing the CWSRF loan amendment, Step III Construction phase funds will be used to pay for eligible collection system project components as well as associated construction phase engineering services. See the Cherry Street Sewer Collection Improvements cost summary for additional details.

PROJECT COST AND LOAN SUMMARY:

The following summary table outlines the costs that comprise the total DWSRF loan amount and CWSRF loan amendment amounts for which WRD is seeking approval. WRD doesn't plan to utilize Force Account reimbursement as it reduces the total funding available for construction phase engineering services.

Cherry Street Water Distribution Improvements Cost Summary

Item	Estimated Costs	Loan Type
Step III: Construction Phase Engineering Services	$185,000*	TOTAL NTE $2,033,000**
Step III: Construction Cost Estimate with 20% Contingency	$1,848,000	

*The identified construction phase engineering fee is based on the State engineering fee curve.

**Seeking approval from City Council for the not-to-exceed (NTE) DWSRF loan $2,033,000.

Cherry Street Sewer Collection Improvements Cost Summary

Item	Costs	Loan Type
Step I and II eligible costs already approved for RF1-332 loan	$518,600	TOTAL NTE $2,604,600**
Step III: Construction Phase Engineering Services (Estimated)	$190,000*	
Step III: Construction Cost Estimate with 20% Contingency (Estimated)	$1,896,000	

*The identified construction phase engineering fee is based on the State engineering fee curve.

**Seeking approval from City Council for the not-to-exceed (NTE) CWSRF loan amendment of $2,604,600 for RF1-332.

If approved by Board of Finance and authorization is granted by Council, WRD staff will work with the City Attorney's office to prepare the DWSRF Loan and CWSRF Loan amendment documentation for execution.

The annual debt service, which starts the fiscal year after the completion of construction, is estimated to be $90,773[5] a year for the Water Fund and $109,151[5] for the Wastewater Fund, not including the benefit of any potential construction subsidy. The 5-year Water Resources Rate Plan presented as part of the 2025 LAKE and WATER bonds included this borrowing and the estimated rate increases needed for repayment of this project starting as early as FY29.

ATTACHMENTS:

- Attachment A: Resolution for DWSRF loan with Supplemental Bond Resolution No. 7 attached
- Attachment B: Resolution for CWSRF loan

MOTIONS:

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

Board of Finance Actions:

1. "To approve and recommend that the City Council waive the reading and adopt the attached resolution authorizing a Step III $2,033,000 loan from the Vermont Drinking Water State Revolving Fund for the construction of the Cherry Street Water Distribution Improvements as more specifically set forth in the attached resolutions."

2. "To approve and recommend that the City Council waive the reading and adopt the attached resolution authorizing a Step III $2,604,600 loan amendment from the Vermont Clean Water State Revolving Fund for the construction of the Cherry Street Sewer Collection Improvements as more specifically set forth in the attached resolutions."

City Council Actions:

3. "To waive the reading and to adopt the attached resolution authorizing a Step III $2,033,000 loan from the Vermont Drinking Water State Revolving Fund for the construction of the Cherry Street Water Distribution Improvements as more specifically set forth in the attached resolutions."

4. "To waive the reading and to adopt the attached resolution authorizing a Step III $2,604,600 loan amendment from the Vermont Clean Water State Revolving Fund

[5] Using most recent DWSRF and CWSRF issuance borrowing terms of 2% administrative fee, 0% interest, payable over 30 years. The CWSRF debt service includes $160,000 in awarded loan forgiveness.

for the construction of the Cherry Street Sewer Collection Improvements as more specifically set forth in the attached resolutions."

Thank you for your consideration of this request.

Resolution Relating to

AUTHORIZATION FOR $2,033,000 CONSTRUCTION LOAN FROM VERMONT DRINKING WATER STATE REVOLVING FUND FOR UPGRADE OF CHERRY STREET DISTRIBUTION SYSTEM

RESOLUTION_____
Sponsor(s): Board of Finance
Introduced: _____
Referred to: _____
_____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Six ……

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the State of Vermont Drinking Water State Revolving Fund (SRF) provides loans for planning (Step I), final design (Step II) and construction (Step III) of municipal water projects; and

WHEREAS, the City has determined the need to replace and modernize sections of the City distribution system within the Cherry Street corridor (the "Project") to reduce frequency of water main breaks and ensure adequate water supply and water quality for the City water users served in this area; and

WHEREAS, on March 4, 2025, the voters of the City of Burlington authorized the issuance of Revenue Bonds of up to $20,000,000 to provide for the financing of capital additions and improvements to the waterworks system including capital improvements to the City's underground pipe and water distribution systems, water mains, services, valves and hydrants; and

WHEREAS, the City Council has previously authorized, pursuant to a resolution of the City Council adopted December 1, 2025 adopting Supplemental Resolution No. 6, the issuance of bonds in a principal amount not to exceed $1,808,000, which bonds have not yet been issued; and

WHEREAS, the standard SRF terms for projects of this type completing construction (Step III) are up to 30 years of repayment starting one year after completion of construction with up to a 1% interest rate and up to a 2% admin fee; and

WHEREAS, a Water System Revenue General Bond Resolution, authorizing the issuance of revenue bonds for the City's Water system was adopted by the City Council on May 1, 2017; and

WHEREAS, the Water System General Bond Resolution provides for a pledge of the Net Revenues of the City's Water system for all bonds and notes and obligations incurred under such Water System General Bond Resolution; and

WHEREAS, a Supplemental Resolution No. 7 providing for the issuance additional Waterworks System Revenue Bonds in the principal amount not to exceed $2,033,000 has been prepared for approval to specifically authorize this loan and is attached hereto;

NOW, THEREFORE, BE IT RESOLVED that the City Council approves and authorizes the Director of Public Works, or their designee, to complete the Construction Loan Application for Revolving Loan Funds

under 24 V.S.A. Chapter 120 and to apply to the Vermont Drinking Water State Revolving Fund and Vermont Municipal Bond Bank (the "Bank") for financing of a Loan in a principal amount not to exceed $2,033,000 (the "Loan") subject to final review and approval by the Chief Administrative Officer, Director of Finance and City Attorney; and

BE IT FURTHER RESOLVED that the City Council approves and adopts the attached Supplemental Resolution No. 7, attached hereto and incorporated herein, providing for notes and bonds to be issued for the Loan with the repayment of such Loans secured and repaid from the Net Revenues of the Water System as provided in such Supplemental Resolution No. 7; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative Officer and Director of Finance are, and each one of them is, hereby authorized and empowered to execute and deliver: (i) a loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bonds or promissory notes in the principal amount of the Loan; (iii) such documents and instruments as the Bank may request in connection with the Loan, in such form and with such terms as they deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or convenient in connection with the Loan, all subject to the prior review and approval of the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council designates the following City staff members as alternate authorized representatives of the Project with authority to execute administrative or reimbursement documents (and other ancillary documents other than the loan application or loan agreements): (i) Water Resources Division Director, Megan Moir.

CITY OF BURLINGTON, VERMONT

City Council

SUPPLEMENTAL RESOLUTION NO. 7

Be it Resolved by the City Council of the City of Burlington, Vermont (the "City") as follows:

Section 1
Authorization

The City Council of the City of Burlington (the "City Council") hereby authorizes the issuance of revenue bonds and notes in an aggregate principal amount not to exceed **$2,033,000** to (i) provide for the financing of capital additions and improvements to the waterworks system (the "Water System"), including the City's underground pipe and water distribution system, water mains, services, valves and hydrants (the "Project"), with the expectation that portion of the Series 2026B Bonds will receive debt forgiveness if certain conditions are met, and (ii) if necessary, to fund a debt service reserve fund and to pay costs of issuance of such revenue bonds. The City Council deems the issuance of revenue bonds and notes as hereby authorized to be in the public interest. At the Annual Meeting of the City, held March 4, 2025, the voters of the City authorized the issuance of Revenue Bonds in one or more series in a combined aggregate amount not to exceed $20,000,000 to finance and carry out such capital improvements to the Water System.

The Waterworks System Revenue Bonds, Series 2026B (the "Series 2026B Bonds") are to be issued pursuant to the General Bond Resolution dated May 1, 2017 (as amended and supplemented, the "General Bond Resolution") and this Supplemental Resolution. It is presently estimated that the aggregate principal amount to be issued for the purpose of financing the Project is not to exceed $2,033,000, a portion of which is expected to be fully forgiven following completion of such Project. Pursuant to 24 V.S.A. § 4755(a)(4)(D), the City is permitted to incur debt without the need for voter approval for municipal clean water and public water supply projects receiving loan forgiveness, provided that the amount of debt incurred does not exceed the amount to be forgiven or cancelled upon completion of the Project. Accordingly, the final principal amount of the Series 2026B Bonds and the amount of indebtedness to be forgiven are to be set forth in the Series Certificate (as defined herein). It is further estimated that the Series 2026B Bonds will be payable by serial maturities, sinking fund installments, term bonds, or a combination thereof, in the years 2026 through 2056, both dates being approximate.

It is expected that the Series 2026B Bonds will be issued to the Vermont Municipal Bond Bank (the "Bond Bank") through the State of Vermont Drinking Water State Revolving Loan Fund (DWSRF). The Series 2026B Bonds may be issued through a public offering in the event the City Chief Administrative Officer determines that such a public offering would be more advantageous to the City than the sale to the Bond Bank.

The City Council has determined to issue such bonds pursuant to Sections 2.1, 2.2, and 2.3 of the Bond Resolution as revenue bonds payable and secured and having such terms and details as provided in the Bond Resolution, this Supplemental Resolution No. 7 (this "Supplemental

Resolution") and a series certificate to be delivered by the City's Chief Administrative Officer or the City's Director of Finance and the Director of the Department of Public Works (the "Series Certificate") to be delivered prior to the issuance of the Series 2026B Bonds as hereinafter provided.

By adoption of the Series Certificate to be delivered by the City's Chief Administrative Officer or the City's Director of Finance and the Director of Public Works at the time of and in connection with the sale of the Series 2026B Bonds, the City shall award the Series 2026B Bonds to the Bond Bank or the purchaser thereof, as the case may be, and shall complete this supplemental resolution by establishing the dates, maturities, principal amounts, amount of loan forgiveness, interest rates, interest payment dates, redemption provisions, the amounts of proceeds of the Series 2026B Bonds and Revenues, if any, to be deposited in the Debt Service Reserve Fund and/or the Renewal and Replacement Fund, the inclusion of provisions for bond insurance, and any other terms and provisions which do not materially alter the substance of the transaction authorized hereby, all of which are to be determined by and in the discretion of the City's Chief Administrative Officer or the City's Director of Finance and the Director of Public Works and set forth in the Series Certificate; provided, however, that if the average true interest cost rate on the Series 2026B Bonds, as determined by the Chief Administrative Officer, is to exceed **5.00%**, the issuance and sale of the Series 2026B Bonds shall be subject to the approval of the City's Board of Finance.

Section 2
Definitions

Unless the context clearly indicates some other meaning, the terms used in this Supplemental Resolution that are defined in the General Bond Resolution, have the same meaning in this Supplemental Resolution as in the General Bond Resolution. The General Bond Resolution as amended or supplemented from time to time by Supplemental Resolutions is hereinafter referred to as the "Resolution."

The following terms shall have the following meanings in this Supplemental Resolution unless the context otherwise requires:

"Bond Insurer" means, if the Series 2026B Bonds are to be insured, such Bond Insurer as identified in the Series Certificate.

"Bond Insurance Policy" shall mean such financial guaranty insurance policy, if any, as may be designated in the Series Certificate for the Series 2026B Bonds.

"Series Certificate" shall have the meaning given in Section 1 of this Supplemental Resolution.

Section 3
Authorization of Series 2026B Bonds

There is hereby authorized to be issued a Series of Bonds designated "Waterworks System Revenue Bonds, Series 2026B" in the total principal amount not to exceed TWO MILLION THIRTY THREE THOUSAND DOLLARS (**$2,033,000.00**), with the principal amount and the amount of any loan forgiveness as determined by the City's Chief Administrative Officer or the

City's Director of Finance and the Director of the Department of Public Works and set forth in the Series Certificate. The Series 2026B Bonds shall be issued to provide for the financing of capital additions and improvements to the Water System, including (i) capital improvements to the City's underground pipe and water distribution system, water mains, services, valves and hydrants, and (ii) if necessary and as may be set forth in the Series Certificate, to fund a debt service reserve fund and to pay costs of issuance of such revenue bonds. The Series 2026B Bonds shall bear interest at the rates per annum and shall be payable in principal installments on November 1 (or such other dates) in each of the years and in the principal amounts as determined by the Chief Administrative Officer or Director of Finance of the City and the Director of the Department of Public Works and as provided in the Series Certificate. The Series 2026B Bonds may include Series Bonds and Term Bonds as provided in the Series Certificate.

The Series 2026B Bonds shall be issued only as fully-registered bonds in the minimum principal denominations of $5,000 and in any whole multiple thereof. If the Series 2026B Bonds are issued to the Bond Bank, the denominations may be $1,000, or such other amount as established by the City under the Loan Agreement with the Bond Bank. The Series 2026B Bonds shall be dated the date of issuance, and shall be numbered in numerical order from R-1 upwards in chronological order as issued.

The Series 2026B Bonds shall bear interest from the date of issuance, payable on each interest payment date as established in the Series Certificate. Interest shall be paid by the Trustee by check or draft mailed to the registered owner at the owner's address as it appears on the registration books kept pursuant to the Resolution. Interest may be paid directly by the City to the holder of the Series 2026B Bonds, with the City notifying the Trustee of each payment so made. The principal of and premium, if any, on the Series 2026B Bonds shall be payable at the corporate trust office of the Trustee or as may otherwise be specified in the Series Certificate.

The Series 2026B Bonds, registration provisions and forms of authentication and assignment pertaining thereto shall be in substantially the form set forth in Section 6 hereof, with necessary or appropriate variations, omissions and insertions which are incidental to their numbers, denominations, maturities, interest rates, paying agencies, registration provisions, redemption provisions and other details.

Section 4
Redemption of Series 2026B Bonds

The Series 2026B Bonds shall be subject to redemption, either in whole or in part, from moneys held in the Special Redemption Fund or from redemption at the option of the City; provided that the Series 2026B Bonds may be subject to such limitations and restrictions on redemption as the Chief Administrative Officer or the Director of Finance of the City and the Director of the Department of Public Works determine in their discretion and as provided in the Series Certificate.

The Series 2026B Bonds shall be subject to redemption prior to maturity, at the option of the City, either in whole or in part, at a redemption price of par plus accrued interest to the redemption date, on and after such date as provided in the Series Certificate.

The Series 2026B Bonds that are term bonds, unless called for redemption as provided above, shall be subject to scheduled mandatory redemption at the principal amount of the Series 2026B Bonds to be redeemed plus accrued interest to the date of redemption in the years and amounts as provided in the Series Certificate

Section 5
Notice of Redemption of Series 2026B Bonds

Notice of intention to redeem shall be given by the Trustee at least 30 days but not more than 60 days before the redemption date by mail, postage prepaid, to the owners of any Series 2026B Bonds which are to be redeemed. Failure to mail any such notice or any defect in such notice shall not affect the validity of the proceedings for such redemption with respect to the owners to whom such notice was so given. If any Series 2026B Bond is to be redeemed in part only, the notice of redemption shall state also that on or after the redemption date, upon surrender of such Bond, a new Series 2026B Bond or Bonds in principal amount equal to the unredeemed portion of such Bond and of the same series and maturity and bearing interest at the same rate will be issued.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on such Series 2026B Bonds to be redeemed and that if such moneys are not so received, such notice shall be of no force or effect and such Series 2026B Bonds shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and premium, if any and interest on such Series 2026B Bonds are not received by the Trustee on or prior to the purported redemption date, the redemption shall not be made, and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

If less than all of the Series 2026B Bonds of any one maturity shall be called for redemption, the particular Series 2026B Bonds or portions thereof to be redeemed shall be selected by the Trustee in such manner as the City in its discretion may determine; provided, however, that the portion of any Series 2026B Bond to be redeemed shall be in the principal amount of $5,000 or some multiple thereof and that, in selecting Series 2026B Bonds for redemption, each Series 2026B Bond shall be considered as representing that number of Series 2026B Bonds which is obtained by dividing the principal amount of such Bond by $5,000.

Section 6
Form of Series 2026B Bonds

The Series 2026B Bonds, registration, exchange and transfer provisions and forms of authentication and assignment pertaining thereto shall be in substantially the form set forth below, with necessary or appropriate variations, omissions and insertions which are incidental to their numbers, denominations, maturities, payment dates, interest rate and other details:

THIS BOND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY OF BURLINGTON, VERMONT BUT IS PAYABLE SOLELY FROM THE NET REVENUES OF ITS WATERWORKS SYSTEM.

No. R- $

UNITED STATES OF AMERICA
STATE OF VERMONT
CITY OF BURLINGTON WATERWORKS SYSTEM REVENUE BONDS
SERIES 2026B

Maturity Date: [As set forth in the Series Certificate]
Interest Rate: _____ % Per annum
Bond Date: _____, 20___
Registered Owner:
Principal Amount: _____ Dollars
CUSIP: _____

The City of Burlington, Vermont (the "City"), for value received, promises to pay to the Registered Owner of this bond, or registered assigns, but solely from the Net Revenues provided under the Resolution mentioned in this bond, on the Maturity Date, the Principal Amount, upon presentation and surrender hereof, and to pay interest, but solely out of the Net Revenues, at the Interest Rate on such Principal Amount as follows:

[Insert Debt Service Schedule]

The principal or redemption price of and interest on this bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts. The principal or redemption price of this bond shall be payable at the corporate trust office of Zions Bancorporation, National Association, in the City of Chicago, Illinois, the Trustee under the Resolution, or its successor in trust. Interest on this bond shall be payable by check or draft mailed to the Registered Owner at its address appearing on the registration books of the City kept for that purpose at the corporate trust office of the Trustee, determined as of the close of business on the applicable record date. The record date for payment of interest shall be the 15th day of the month next preceding the date on which the interest is to be paid or, if such 15th day is not a business day, the next preceding business day, provided that, with respect to overdue interest or interest payable on redemption of this bond other than on an interest payment date or interest on any overdue amount, the Trustee may establish a special record date. The special record date may not be more than 20 days before the date set for payment. The Trustee will give notice of a special record date by mailing a copy of such notice to the registered owners of all the Bonds outstanding at least 10 days before the special record date or in such other time and manner as the Trustee may deem appropriate.

This bond is one of a series of bonds aggregating Two Million Thirty Three Thousand Dollars ($2,033,000) in principal amount, issued by the City for the purposes of its Water System

pursuant to City Charter, Part I, Title III, Section 507, and a Resolution duly adopted by the City Council of the City on May 1, 2017 (as supplemented and amended by one or more supplemental resolutions including a supplemental resolution duly adopted by the City Council) (the "Resolution"). Bonds may be issued under the Resolution in one or more series from time to time. A portion of the series of bonds equaling _____ Dollars ($_____) is issued by the City pursuant to 24 V.S.A. § 4755(a)(4)(D), which portion is expected to be forgiven upon completion of the projects funded by such portion of bonds and for which voter approval was not required.

This bond is issued pursuant to Section 507 of the City Charter and does not constitute general indebtedness of the City nor an obligation or liability upon the City to pay from any funds of the City other than the Net Revenues of the City's Water System.

THE BONDS SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION OR LIMITATION, BUT SHALL BE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM, AND SECURED SOLELY BY, THE PLEDGE AND LIEN ON THE NET REVENUES SPECIFICALLY PLEDGED THERETO PURSUANT TO THE RESOLUTION. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE STATE OF VERMONT OR ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR PREMIUM (IF ANY) ON THE BONDS AND NEITHER THE STATE OF VERMONT NOR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE CITY, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OR PREMIUM (IF ANY) THEREON.

Reference is made to the Resolution (as supplemented and amended) for, among other things, definitions of terms; the nature and extent of the security for the Bonds; the covenants securing the Bonds; the properties constituting the Water System of the City; the manner of enforcement of the pledge; the terms and conditions upon which additional Bonds may be issued; the conditions upon which the Resolution may be amended or supplemented with and without the consent of the holders of the Bonds; acceleration of principal in the event of default; remedies and limitations of remedies; and the terms upon which Bonds may no longer be secured by the Resolution if sufficient moneys or specified securities are deposited with the Trustee in trust for their payment. Copies of the Resolution (including any supplemental resolutions) may be inspected at the office of the Chief Administrative Officer of the City and in the corporate trust office of the Trustee.

[The Bonds maturing on or after November 1, 20[ ] shall be subject to redemption prior to maturity, at the option of the City, on November 1, 20[ ], and on any date thereafter, either in whole or in part, at a redemption price of par plus accrued interest to the redemption date.

The Bonds maturing on November 1, 20[ ], unless called for redemption as provided above, shall be subject to scheduled mandatory redemption prior to maturity commencing November 1, 20[ ] and on each November 1 thereafter, in the years and in the principal amounts below, at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date, but without premium:

November 1	Amount
[ ]	$ [ ]
[ ]*	[ ]

*Maturity

In the event this bond is called for redemption, notice shall be mailed not less than thirty (30) days prior to the redemption date, to the Registered Owner at the owner's address as shown on the books of registry. If this bond is of a denomination in excess of $5,000, portions of the Principal Amount in the amount of $5,000 or any multiple of $5,000 may be redeemed. If less than all of the Principal Amount is to be redeemed, upon the surrender of this bond to the Trustee there shall be issued to the Registered Owner hereof at the corporate trust office of the Trustee, without charge, registered Bonds for the unredeemed balance of the Principal Amount. If this bond (or any portion) is duly called for redemption and notice is duly given, and if on or before the redemption date there are on deposit with the Trustee or any paying agent for this bond sufficient funds to pay the redemption price and the interest on the principal amount redeemed to the date of redemption, this bond (or the portion to be redeemed) shall become due and payable upon the redemption date and interest shall cease to accrue from and after the redemption date on the principal amount to be redeemed.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on such Bonds to be redeemed and that if such moneys are not so received, such notice shall be of no force or effect and such Bonds shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and premium, if any and interest on such Bonds are not received by the Trustee on or prior to the purported redemption date, the redemption shall not be made, and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.] [This Bond is subject to prepayment at the City's option, without penalty]

The Bonds of this series are issuable as fully registered bonds in denominations of $5,000 or any integral multiple in excess thereof.

This Bond is transferable, subject to the limitations and upon the payment of the charges, if any, provided in the Resolution, at the corporate trust office of the Trustee by the Registered Owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Registered Owner or the owner's duly authorized attorney, and thereupon the City shall issue in the name of the transferee a new registered bond or bonds of the same aggregate principal amount and series, interest rate and maturity as the surrendered bond. This bond may also be exchanged, alone or with other Bonds of the same series, interest rate and maturity, at the corporate trust office of the Trustee, for a new Bond or Bonds of the same aggregate principal amount, series, interest rate and maturity, without transfer to a new registered owner, subject to the limitations and upon the payment of the charges, if any, provided in the Resolution.

The Bonds issued under the Resolution do not constitute an indebtedness of the City but are payable solely from and are equally and ratably secured by a pledge of the Net Revenues derived by the City from the ownership and operation of its Water System.

The terms and provisions of this Bond and definitions of certain terms used herein are continued on the reverse side hereof and such continued terms and provisions and definitions shall for all purposes have the same effect as though fully set forth at this place.

This Bond shall not be valid unless the Certificate of Authentication hereon is signed by the Trustee.

CITY OF BURLINGTON, VERMONT

By:_____
Chief Administrative Officer

(SEAL)

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Resolution mentioned in the Bond.

Zions Bancorporation, N.A.,
as Trustee

Date of Authentication:
_____, 20___

By:_____
Authorized Signature

For value received the undersigned sells, assigns and transfers this bond to

_____
(Name and Address of Assignee)

_____

_____
Social Security or Other Identifying Number of Assignee

and irrevocably appoints _____attorney-in-fact to transfer it on the books kept for registration of the bond, with full power of substitution.

_____
NOTE: The signature of this assignment must correspond with the name as written on the face of the bond without alteration or enlargement or other change.

Dated:
Signature Guaranteed:

_____
Participant in a Recognized
Signature Guarantee Medallion Program

By:_____
Authorized Signature

[Statement of Insurance, if applicable]

[End of Bond Form]

Section 7
Disposition of Proceeds of Series 2026B Bonds

From the proceeds derived from the sale of the Series 2026B Bonds, there shall be deposited:

(a) an amount, if any, required to be deposited in the Debt Service Reserve Fund in order to comply with the Debt Service Reserve Fund Requirement, taking into account the issuance of the Series 2026B Bonds, as set forth in the Series Certificate;

(b) an amount equal to the premium for any credit enhancement purchased for any or all of the Series 2026B Bonds, if applicable, shall be paid to the provider of such credit enhancement in immediately available funds, as set forth in the Series Certificate; and

(c) the balance in the Construction Fund to pay the costs of issuance of the Series 2026B Bonds and the Project Costs of the Projects.

The amounts provided under clause (c) may be invested in securities eligible for investment in the Construction Fund. Any earnings thereon shall be added thereto.

Section 8
Debt Service Reserve Fund

The Resolution requires that, at the time of issuance of each Series of Bonds, there shall be deposited, from the proceeds of such Series of Bonds or from other available funds, an amount necessary so that the total amount in the Debt Service Reserve Fund is not less than the Debt Service Reserve Fund Requirement (taking into account the issuance of the Additional Bonds). The Debt Service Reserve Fund Requirement is established as the lesser of (i) the maximum annual Debt Service on Outstanding Bonds during the then current or any future Fiscal Year, (ii) 125% of the average annual Debt Service on Outstanding Bonds, or (iii) 10% of the aggregate proceeds of all Outstanding Bonds upon original issuance thereof; provided, however, that in determining maximum annual Debt Service the City is not required to include the repurchase or redemption price of the Bonds subject to repurchase or redemption at the option of the Bondholder. A deposit of cash into the Debt Service Reserve Fund will occur upon the issuance of the Series 2026B Bonds, to the extent necessary to comply with the Debt Service Reserve Fund Requirement (taking into account the issuance of the Series 2026B Bonds). If the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement on the last day of any Fiscal Year, the City shall make up the deficiency from the Revenue Fund. If the amount in the Debt Service Reserve Fund is greater than the Debt Service Reserve Fund Requirement on the last day of any Fiscal Year, the excess shall be dealt with in the manner provided for earnings from investment of the Debt Service Reserve Fund.

Section 9
Renewal and Replacement Fund

The Renewal and Replacement Fund Requirement for the Series 2026B Bonds shall be maintained at $100,000. The City shall, upon the issuance of the Series 2026B Bonds, deposit, from cash on hand from Revenues, and not from proceeds of the Series 2026B Bonds, such cash as may be necessary into the Renewal and Replacement Fund so that the balance of such fund is at least $100,000. In the event that, after the forgoing deposits have been made, there is a draw on the Renewal and Replacement Fund such that the amount on deposit is less than the Renewal and Replacement Fund Requirement, the City shall make the monthly deposits from Revenues as set forth in Section 5.5 of the General Bond Resolution.

Section 10
Tax Exemption

In the event that the City Chief Administrative Office designates the Series 2026B Bonds to be tax exempt under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), as set forth in the Series Certificate, the following covenant shall apply to the Series 2026B Bonds:

The City hereby covenants and agrees to take all lawful action necessary to ensure that interest on the Series 2026B Bonds will remain excluded from gross income for federal income tax purposes under the Code and to refrain from taking any action which would cause such interest to become includable in gross income under the Code. Without limiting the foregoing, to the extent required to maintain the exclusion of interest on the Series 2026B Bonds from gross income under the Code, the City will file any information report and pay any rebate due to the United States in connection with the issuance of the Series 2026B Bonds and will restrict yield on investments of the proceeds of the Series 2026B Bonds and of moneys held in funds and accounts under the Resolution and allocable to the Series 2026B Bonds, all in accordance with the directions of Bond Counsel to the City which may be given from time to time. The City's Chief Administrative Officer, Director of Finance, and the Director of the Department of Public Works is hereby authorized and directed to execute and deliver from time to time, on behalf of the City, such certificates, instruments and documents as shall be deemed necessary or advisable to evidence compliance by the City with the Internal Revenue Code and the applicable regulations of the United States Treasury promulgated under the Internal Revenue Code, with respect to the investment and use of the proceeds of the Series 2026B Bonds.

Section 11
Certain Findings and Determinations

The City Council hereby finds and determines as follows:

(a) The City has previously issued the following bonds under the General Bond Resolution:

(i) $3,250,000 Water System Revenue Bonds, Series 2017, issued on June 6, 2017;

(ii) $2,000,000 Water System Revenue Bonds, Series 2018, issued on May 22, 2018;

(iii) $2,000,000 Water System Revenue Bonds, Series 2018B, issued on November 28, 2018;

(iv) $1,571,022 Water System Revenue Bonds, Series 2022, issued on November 23, 2022; and

(v) $1,808,000 Water System Revenue Bonds, Series 2026A, authorized and expected to be issued in calendar year 2026.

(b) there are no outstanding bonds, notes or other evidence of indebtedness payable from and secured by a lien or charge upon the Net Revenues pledged under the Resolution other than the foregoing bonds and the prior obligations consisting of a note issued by the City to the Vermont Department of Environmental Conservation Clean Water State Revolving Fund in the original principal amount of $228,006, which is payable from the Net Revenues pledged under the Resolution.

Section 12
Special Covenants

The City hereby covenants and agrees that the following provisions shall be in effect so long as the Series 2026B Bonds are Outstanding under the Resolution, provided that any or all of such provisions may be waived in accordance with the terms of Sections 9.1 and 9.2 of the General Bond Resolution:

(a) The City shall notify the Trustee of the proposed issuance of obligations supported by any inferior or subordinate pledge of Revenues; and

(b) The City shall proceed with due diligence to carry out and complete the Projects financed by the issuance of Bonds or, in the case of Bonds issued under Section 2.3(C) of the Resolution, to complete the work financed by the Bonds. Notwithstanding the foregoing, the City may discontinue a Project (or work financed under Section 2.3(C)) of the Resolution by written notice to the Trustee with a certificate of the Consulting Engineer stating that, by reason of change of circumstance not reasonably expected at the time of issuance of the Bonds, completion of the Project (or work) is no longer consistent with Prudent Utility Practice or, in the case of a jointly-owned Project, the Project may be discontinued as provided in the applicable ownership agreement. The moneys for the Project in the Construction Fund not needed to pay Project Costs of the Project (as determined by a certificate of the Consulting Engineer) shall be deposited, as the City shall determine, in the Renewal and Replacement Fund, the Construction Fund (for the purpose of paying Project Costs or Projects designated by the Issuer) or the Special Redemption Fund; provided, however, that if the moneys are not deposited in the Special Redemption Fund, the Issuer shall obtain an Opinion of Bond Counsel that such application will not adversely affect the tax status of any outstanding Bonds. Such opinion shall not be required if the applicable series of Bonds are not issued as tax-exempt obligations.

(c) Funds held in the General Fund may be invested in the same manner as provided for moneys held in the Revenue Fund.

Section 13
Bond Insurance

In the event that the Chief Administrative Officer or Director of Finance of the City and the Director of the Department of Public Works determine that it is in the best interest of the City to obtain bond insurance for the Series 2026B Bonds, the Chief Administrative Officer or Director of Finance of the City and the Director of the Department of Public Works may include provisions in the Series Certificate as may be reasonably required by the Bond Insurer providing the Bond Insurance Policy to insure the payment of principal and interest on the Series 2026B Bonds (or any maturity thereof).

Section 14
Successor Trustee

The Chief Administrative Officer is hereby authorized to appoint a successor trustee to serve as Trustee under the General Bond Resolution. The Chief Administrative Officer is authorized to execute and deliver such further agreements and instruments as may be necessary in order to transfer the duties and responsibilities of the current Trustee to a successor trustee.

Section 15

Award of Bonds; Official Statement; Further Action

The City's Chief Administrative Officer, the City's Director of Finance, and the Director of Public Works are, and each of them hereby is, authorized either singly or together:

(a) to execute and deliver a loan application and a loan agreement with the Bond Bank for a loan from the State of Vermont under the Drinking Water State Revolving Loan Fund program, in such form as the signing officer shall approve;

(b) if the Series 2026B Bonds are not issued to the Bond Bank under the Drinking Water State Revolving Loan Fund program, to execute and deliver an underwriting agreement, bond purchase agreement, or contract of purchase negotiated with a financial institution engaged to underwrite, market and sell the Series 2026B Bonds (the "Underwriter") with respect to the Series 2026B Bonds, in such form as the signing officer shall approve;

(c) to prepare, make public, execute and deliver to and authorize distribution by the Underwriter to prospective purchasers and investors of a Preliminary Official Statement with respect to the Series 2026B Bonds;

(d) to prepare, make public, execute and deliver to and authorize distribution by the Underwriter to prospective purchasers and investors of an Official Statement and by making such other changes or corrections as the signing officer or officers may approve, such officer's or officers' execution to be conclusive evidence of such approval;

(e) if required in connection with the issuance of the Series 2026B Bonds, to execute and deliver a Continuing Disclosure Undertaking with respect to the Series 2026B Bonds, under which the City will be obligated to provide financial information, operating data and financial statements with respect to the City and the Water System, notice of certain events if material, and certain other notices, to nationally recognized municipal securities information repositories and others, all as described therein;

(f) execute a Series Certificate evidencing determinations or other actions taken pursuant to the authority granted hereby, and such Certificate shall be conclusive evidence of the action or determination of the Chief Administrative Officer or Director of Finance of the City and the Director of the Department of Public Works as stated therein, which Series Certificate shall specify the following, which are to be determined in the discretion of the Chief Administrative Officer or Director of Finance of the City and the Director of the Department of Public Works, subject to the authorization and restrictions contained in this Resolution:

i. To determine the aggregate principal amount of the Series 2026B Bonds, in an amount not to exceed the amount authorized under the section captioned, "Authorization" hereof, and to determine that the proceeds to be derived from the issuance of such Bonds, to set forth any amounts that are to be forgiven following completion of the Project, and to cause the execution and delivery of one or more debt instruments representing the same;

ii. To determine the maturities, maturity amounts of each of the Series 2026B Bonds and interest payment dates of the Series 2026B Bonds, and the manner of payment to the Bond Bank is such bonds are issued to the Bond Bank under the Drinking Water State Revolving Loan Fund program;

iii. To determine which Series 2026B Bonds are to be designated as Serial Bonds and which Series 2026B Bonds are to be designated as Term Bonds, and to determine the sinking fund requirements for any such term Bonds;

iv. To determine the interest rate or rates for the Series 2026B Bonds; provided, however, that if the average true interest cost rate on the Series 2026B Bonds is to exceed **5.00%**, the issuance and sale of the Series 2026B Bonds shall be subject to the approval of the City's Board of Finance;

v. To determine the redemption provisions of the Series 2026B Bonds in accordance with the provisions of Section 4 and Section 5 hereof,

vi. To determine if the Series 2026B Bonds are to be issued as tax-exempt obligations;

vii. To determine the dated date of the Series 2026B Bonds;

viii. To determine the date or dates of sale and issuance of the Series 2026B Bonds;

ix. To determine whether the Series 2026B Bonds, or any portion thereof, shall benefit from the issuance of an insurance policy or other form of credit enhancement; provided, however, that in making such determination, Chief Administrative Officer or Director of Finance of the City and the Director of the Department of Public Works shall be entitled to rely upon a certificate or certificates of the Underwriter to the effect that the present value of the premium paid to obtain the such credit enhancement is less than the present value of the interest reasonably

expected to be saved as a result of having such enhancement, using the yield on the Series 2026B Bonds (determined with regard to the premium paid for the such enhancement) as the discount rate for this purpose;

x. If a form of credit enhancement supports the payment of the principal of and interest on all or a portion of the Series 2026B Bonds, to accept provisions which are a condition precedent to the issuance of the form of credit enhancement to the extent such provisions are not inconsistent with the Bond Resolution;

xi. To provide for the establishment of a separate account to be maintained in the Debt Service Reserve Fund to secure the Series 2026B Bonds and the manner in which it shall be funded, all in accordance with Section 5.4 of the Resolution, or to determine that the Debt Service Reserve Fund shall not secure the Series 2026B Bonds and waive the Debt Service Reserve Fund Requirement with respect to the Series 2026B Bonds;

xii. If the Series 2026B Bonds are issued to the Bond Bank for a loan from the State of Vermont under the Drinking Water State Revolving Loan Fund, to provide for direct payment of principal and interest to the Bond bank as the holder of the Series 2026B Bonds;

xiii. If the Series 2026B Bonds are issued to the Bond Bank for a loan from the State of Vermont under the Drinking Water State Revolving Loan Fund, to determine what principal amount of the Series 2026B Bonds may be issued subject to debt forgiveness without voter approval pursuant to 24 V.S.A. § 4755(a)(4)(D); and

(g) to execute such other documents, enter into such covenants and take such other actions as are necessary or advisable to effect the issuance and delivery of the Series 2026B Bonds, the loan from the Bond Bank under the Drinking Water State Revolving Loan Fund, and the application of the proceeds thereof in accordance with the provisions of this Supplemental Resolution.

Resolution Relating to

AUTHORIZATION FOR UP TO $2,604,600 STEP III LOAN FROM VERMONT CLEAN WATER STATE REVOLVING FUND FOR UPGRADE OF CHERRY STREET COLLECTION SYSTEM

RESOLUTION_____
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
_____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Six ……

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the City has determined the need to replace and upsize the sewer main on Cherry Street as part of a bigger project to convey wastewater flows from the East Wastewater Plant to the Main Wastewater Plant and to make other related collection system improvements to accommodate future development along Cherry Street (the "Project"); and

WHEREAS, at an annual meeting of the City of Burlington (the "City") held on March 4, 2025, the voters of the City approved borrowing up to a principal amount not to exceed $152,000,000 in the aggregate, for the purpose of paying for (i) capital additions and improvements to the City's wastewater and stormwater systems, including the City's wastewater treatment plants, pump stations and collection system, the stormwater treatment and collection system, combined sewer outflow mitigation projects, stormwater outfall rehabilitation, and (ii) funding a debt service reserve fund and paying costs of issuance; and

WHEREAS, the Project is part of the capital additions and improvements authorized by the voters at said annual meeting; and

WHEREAS, City Charter Section 64b provides that, upon receipt of voter approval, the City may issue bonds or notes for the purpose of financing improvements to any revenue producing facility, and pledge the revenues from such facilities to secure payment of such bonds or notes; and

WHEREAS, the City Council adopted a Wastewater System Revenue General Bond Resolution on December 6, 1990 and amended and restated as of December 9, 2013 (as further amended and supplemented to date, the "General Bond Resolution") to provide for the issuance of bonds, notes, and other obligations for the City's Wastewater System; and

WHEREAS, the General Bond Resolution provides for a pledge of the Net Revenues (as defined in the General Bond Resolution) of the City's Wastewater System for all such bonds, notes, and other obligations incurred under such General Bond Resolution; and

WHEREAS, in order to reduce transaction costs and save the ratepayers money, representatives of the City have approached the Vermont Bond Bank (the "Bond Bank") to undertake the loan for the Project and repayment of such loan without the need to issue bonds under the General Bond Resolution, but with the same pledge and covenants to secure the repayment of the loan with a pledge of the Net Revenues from the

Wastewater System on a basis similar to the covenants and pledge of revenues under the General Bond Resolution; and

WHEREAS, the Bond Bank has indicated its willingness to provide the loan on such a basis; and

WHEREAS, the State of Vermont Clean Water State Revolving Fund ("CWSRF") provides loans for planning and preliminary engineering (Step I), final design engineering (Step II) and construction (Step III) of municipal wastewater and stormwater system projects; and

WHEREAS, the City Council has previously authorized a Step I loan in a principal amount not to exceed $398,600 and a Step II loan in a principal amount not to exceed $518,600 pursuant to resolutions adopted on August 15, 2022 and August 25, 2025; and

WHEREAS, the next phase of the Project is construction of the collection system improvements within the Cherry Street corridor; and

WHEREAS, the Project is eligible for a Step III State of Vermont CWSRF Final Design Loan totaling $2,604,600 (inclusive of the Steps I and II loan amounts); and

WHEREAS, the standard Clean Water State Revolving Loan Fund terms for projects of this completing construction (Step III) are 20 years of repayment starting one year after completion of construction with a 2% administrative fee;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works, or his designee, to complete the Step III Loan Application for Revolving Loan Funds Revolving Loan Funds under 24 V.SA. Chapter 120 and to apply to the Vermont CWSRF and Bond Bank for the financing of a loan in a principal amount not to exceed $2,604,600 (the "Loan") subject to final review and approval by the Chief Administrative Officer, Director of Finance, and City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative Officer, Director of Finance, and Assistant Director of Finance (the "Authorized Officers"), individually or collectively, to execute and deliver: (i) a loan agreement with the Bond Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or promissory note(s) under the General Bond Resolution or one or more subordinate bond(s) or promissory note(s) issued to the Bond Bank in an aggregate principal amount not to exceed the Loan, in each such case payable from a pledge of the Net Revenues of the Wastewater System and as may be determined by the Authorized Officers to be in the City's best interests; (iii) such documents and instruments as the Bond Bank may request in connection with the Loan, in such form and with such terms as they deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or

convenient in connection with the Loan, all subject to the prior review and approval of the City Attorney's Office; and

BE IT FURTHER RESOLVED that the City Council designates the following City staff member as an alternate authorized representatives of the Project with authority to execute administrative or reimbursement documents, and other ancillary documents other than the loan application or loan agreements: Department of Public Works Water Resources Division Director, Megan Moir.

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Mike Schramm & Martin Lee

Title/Subject: **Cherry Street Water Distribution Improvements – Step III DWSRF Loan Application & Cherry Street Sewer Collection Improvements – Step III CWSRF Loan Amendment**

	Approval:	Meeting Date:
☒	Board of Finance	6/15/2026
☒	City Council	6/29/2026
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/8/2026	Chapin Spencer
Mayor's Office informed and approved memo	Yes	6/10/2026	Lisa Gerlach
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	6/9/2026	Jessica Brown
CAO has reviewed budget, financing, and memo	Yes	6/9/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	Click or tap here to enter text.
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.

Resolution Relating to

ANNUAL APPROPRIATION AND BUDGET FOR FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

RESOLUTION_____
Sponsor(s): Mayor Mulvaney-Stanak, Bd. of Finance
Introduced: _____
Referred to: _____
_____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Six..……

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, Section 157 of the City Charter requires the Mayor, on or before June 15 of each year, provide to the City Council an estimate of the necessary appropriations to cover the expenses of each department and branch of the City government for the next fiscal year to be known as the "budget"; and

WHEREAS, the Administration remains committed to delivering high-quality City services to residents, visitors and businesses, while improving the affordability of the City by right-sizing the size of the City budget and creating sustainable financial practices to responsibly steward city resources; and

WHEREAS, the FY27 budget process included the difficult decision to strategically eliminate or hold open 26 vacant positions to help close a chronic structural budget gap challenge, which this year amounted to $11M; and

WHEREAS, the Administration discussed summaries of proposed department budgets for the fiscal year starting on July 1, 2026, and ending on June 30, 2027 ("FY27") with the Board of Finance and City Council at public sessions on December 15, January 12, January 20, January 26, March 9, April 27, April 29, April 30, May 4, May 7, May 11, and May 18; and

WHEREAS, on May 18, a month earlier than required by the City's Charter, the Mayor provided the Board of Finance and the City Council the Mayor's Recommended Budget for FY27, which is an estimate of the necessary appropriations to cover the expenditures of each fund, department, and branch of City government; an estimate of the revenues from sources other than property taxes, including certain operating transfers; and an estimate of the amount to be raised by taxation upon real and personal property within the City of Burlington (the "Mayor's Budget"); and

WHEREAS, it is now appropriate to make cost-of-living compensation adjustments for FY27 for eligible City employees, including Burlington Electric Department employees, who are not covered by a collective bargaining agreement, and this cost-of-living adjustment is critical to supporting staff, particularly in the current high inflationary environment; and

WHEREAS, the City of Burlington receives interdepartmental revenues and employee contributions to fund Workers' Compensation, Health, Dental, Life, and Liability Insurances, and the City recognizes that these revenues are for the sole purpose of funding these expenditures; and

WHEREAS, currently the Burlington Police Department has 59 sworn officers on staff, and the FY27 budget includes funding for the addition of ten (10) more sworn officers for a total of sixty-nine (69) sworn officers; and

WHEREAS, the City is committed to community safety, the City is implementing the five-cent public safety tax increase that was overwhelmingly approved by 70% of voters on Town Meeting Day 2026, which will generate an estimated two million and eight hundred thousand dollars ($2,800,000) in additional revenues in order to fund its Police and Fire Departments adequately so as to ensure the viability of both its traditional public safety services, as well as its new and innovative community response programs; and

WHEREAS, the downtown is showing signs of an economic rebound, and the Main Street Great Streets project is coming to a close, and with Main Street preparing to fully open, we are committed to providing extra security; and

WHEREAS, the City remains keenly interested in hiring new sworn police officers, especially those that are already certified and can begin work immediately, also known as lateral hires; and

WHEREAS, given changes in the federal government's policies and procedures, the City desires all police officers to be more deeply trained on the State's Fair and Impartial Policing Policy, immigration law, and constitutional rights; and

WHEREAS, the City Council has also shown their solidarity by cutting $25,000 from its Councilor Initiative Funds; and

WHEREAS, the Mayor's Office is staffed by only three people in addition to the Mayor, and the salaries of the employees have been deemed by both the Administration and City Council to be out of alignment; and

WHEREAS, there are considerable overdue fines within the Department of Permitting and Inspections, and current staff with their deep knowledge of policies and practices are best positioned to collect this money; and

WHEREAS, there are many organizations that the City budget supports, and we want to offer such support in an equitable manner; and

WHEREAS, the City, including the Church Street Marketplace enterprise fund, is spending $1,004,062 on marketing, promotion, and events in the downtown and waterfront this fiscal year; and

WHEREAS, the City has planned nearly daily programming for the downtown during the prime season, with over 100 events planned; and

WHEREAS, the City is aiming to improve community safety, support the downtown, and commit to affordability for residents; therefore, the City is maintaining consumption taxes at their current rates of 4% for the hotel-motel tax, and, subject to further approval of the City Council by ordinance, 2.5% in perpetuity for the non-lodging gross receipts tax, while also eliminating the admissions tax, which is a reduction in revenue of $105,000; and

WHEREAS, the City remains committed to ongoing recreational programming for Burlington's adults, including older adults in the community, and for FY27 only the City will increase funding on a one-time basis to the Heineberg Center by thirty-eight thousand dollars ($38,000) to support programming for seniors and directs the REIB and Aging Council to review the Age Strong BTV report and recommend new investments in senior programming for FY28; and

WHEREAS, the City remains committed to recovery support for the community, and for FY27, the City will increase funding to Turning Point by eight thousand and five hundred dollars ($8,500) for a total of twenty-six thousand four hundred and fifty dollars ($26,450) to support their coaching and recovery programs; and

WHEREAS, the Administration will focus on multi-year budgeting and increasing the efficacy with which the City collects the money it is owed, and the City will create a new Director of Budget and Strategic Planning position and a second Accounts Receivable Coordinator position;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Burlington, that the estimates of the revenues and expenditures shown, the schedules, and the accompanying narrative and tables of the Mayor's Budget are hereby adopted as the annual appropriation and budget of the City of Burlington for FY27 (the "FY27 Budget"); and

BE IT FURTHER RESOLVED that the legal level of budgetary control for the FY27 Budget is established at the department-within-fund level; the Chief Administrative Officer is authorized to approve transfers of appropriation between line items and cost centers within a department and fund per the City's adopted Purchasing Policy, while any transfer that increases a department's total appropriation within a fund, or that moves appropriation between funds, shall require Board of Finance and City Council approval; and

BE IT FURTHER RESOLVED that for all departments or programs other than the General Fund departments or programs noted in the previous paragraph ("non-General-Fund departments"), including but

not limited to all Special Revenue Funds and all Enterprise Funds, the appropriations in the budget are not available for expenditure until a corresponding revenue amount is received or unless additional revenues are reasonably expected to be received within six (6) months of the expenditure; and

BE IT FURTHER RESOLVED that the unexpended balances from prior years' appropriations made for any non-General-Fund departments, as well as all reserve funds, debt service reserves, and insurance reserves, except as otherwise provided below, shall be carried over to the FY27 Budget upon determination by the Chief Administrative Officer of the availability of such unexpended balances; and

BE IT FURTHER RESOLVED that valid encumbrances representing open purchase orders or other contractual obligations of the General Fund outstanding at the close of FY26 shall be carried forward and re-appropriated into FY27 to the extent of such obligations, upon determination by the Chief Administrative Officer of their validity; and that all other unexpended, unencumbered General Fund appropriations shall lapse at the close of FY26 except as otherwise provided herein; and

BE IT FURTHER RESOLVED that appropriations for capital projects and for grant-funded activity shall not lapse but shall carry forward until the project or grant period is complete or the appropriation is formally closed; and

BE IT FURTHER RESOLVED that any unspent funds from the Police Department's FY26 budget, up to $60,000, will be rolled over and may be spent in FY27 on consultant services for permanent chief of police hiring; and

BE IT FURTHER RESOLVED that any unspent funds from the Planning Department's FY26 budget, up to $27,000, will be rolled over and may be spent in FY27 on consultant services for BTV Plan 2050; and

BE IT FURTHER RESOLVED that any unspent funds from the City Council's FY26 budget, up to $10,000, will be rolled over and may be spent in FY27 responding to the Promoting Community Dialogue City Council resolution of January 2026; and

BE IT FURTHER RESOLVED that any unspent funds from the REIB's FY26 Assigned Use of Fund Balance and Donations Special Events will be rolled over and may be spent in FY27 on Community Celebrations; and

BE IT FURTHER RESOLVED that the Capital Program Director has identified previously allocated bond proceeds that are available for use by projects identified for funding in FY27, including funds from Bond Series 2017A, 2018A, 2019A, 2021A, 2022A, 2023A, 2024A, and 2025A, and upon City Council

authorization shall be finalized by necessary budget amendment and subsequent transfer of funds as described in the attached; and

BE IT FURTHER RESOLVED that the Capital Program Director has identified fund balances within existing capital project budgets that are available for use by projects identified for funding in FY27, and upon City Council authorization shall be used to support the FY27 Capital Budget as described in the attached; and

BE IT FURTHER RESOLVED that the FY27 budgets for the Greenbelt and Conservation Legacy funds will utilize available Fund Balance to support, including $36,497 that is available for the Greenbelt, including $33,438 that is available for Conservation Legacy; and

BE IT FURTHER RESOLVED that the City received revenues from the sale of 200 Church in FY26 and that any balance of funds in 101-00.4750 should be carried forward into FY27 for allocation by the Chief Administrative Officer; and

BE IT FURTHER RESOLVED that as the City must establish a late filing penalty for homestead declarations filed after the statutory deadline, the rate is set at 3% of the total education tax for all late-filed homestead declarations for FY27; and

BE IT FURTHER RESOLVED that the Chief Administrative Officer may, from time to time, make expenditures, from the General Fund of the City, for the purpose of acquisition, construction, and installation of certain capital improvements or other obligations. The City may intend that such expenditures, including but not limited to parking and terminal improvements at the Burlington International Airport, downtown parking, and street capital improvements, to be reimbursed through the issuance of tax-exempt bonds or other obligations, and pursuant to Treasury Regulations Section 1.150-2, the City must declare an intent to reimburse such expenditure with the proceeds of bonds or other obligations. The Chief Administrative Officer is hereby authorized and designated as a representative of the City to adopt an official intent, on behalf of the City, to determine, in each case, whether an approved expenditure for capital improvements will be
reimbursed with the proceeds of bonds or other forms of obligation; and

BE IT FURTHER RESOLVED that the fees charged by the Department of Permitting & Inspections shall be set as outlined in the attached FY27 Fee Schedule; and

BE IT FURTHER RESOLVED that effective July 1, 2026, the fees charged for water and wastewater shall be set as provided on the three attached schedules entitled FY27 Private Fire Protection Fee Schedule,

FY27 Water and Wastewater Fixed Charge by Meter Size Schedule, and FY27 Water and Wastewater Volumetric Rate Schedule; and

BE IT FURTHER RESOLVED that effective July 1, 2026, the fees charged for stormwater shall be set at $4.13 per ISU (1,000 square feet of impervious surface) so that the flat rate for a single-family residence shall be $11.03 per month, for a duplex $10.94 a month, and for a triplex $12.64; and

BE IT FURTHER RESOLVED that a department head may authorize recurring purchases for routine operational costs that are included within the department's annual budget, such as treatment chemicals for water or wastewater operations, road salt, postage, filing, or licensing fees, or replacement equipment, without the requirement of additional approval, if there is no contractual obligation to make the purchase; and

BE IT FURTHER RESOLVED that the City's unassigned fund balance policy requires the City to maintain at least 5% in the fund, and targets 10% and the City has 8.2% in the fund as of the FY25 audit and as such, this budget authorizes limited uses of the unassigned fund balance while ensuring that the City remains within policy; and

BE IT FURTHER RESOLVED that the employee positions and grade levels authorized for FY27 shall be as set forth in the section of the FY27 Budget entitled "Personnel Listing", except that because the budgeted positions are based on attrition and anticipated staff efficiencies, any determination to reclassify any existing staff position is subject to appropriate approvals according to the City's Personnel Policies and any applicable union contract; and

BE IT FURTHER RESOLVED that effective July 1, 2026, all eligible regular City employees not covered by a collective bargaining agreement that provides otherwise shall receive a cost of living adjustment in accordance with that which is negotiated with AFSCME for FY27, except for Burlington Electric employees not covered by a collective bargaining agreement, who shall receive a cost of living agreement equal to that which has been negotiated for FY27 with IBEW; and

BE IT FURTHER RESOLVED that effective July 1, 2026, all eligible Class A employees, except those who have opted out legally of the City's health insurance program, shall contribute six and 500/1,000 percent (6.500%) of their annual salary to the City's Health Insurance Fund (Fund 150) and all eligible Class B employees, except those covered by a collective bargaining agreement that provides otherwise or who have opted out legally of the City's health insurance program, shall contribute six and 950/1,000 percent (6.950%) of their annual salary to the City's Health Insurance Fund (Fund 150) to achieve the target of having employees contribute twenty percent (20%) of the total cost of the City providing health benefits; and

BE IT FURTHER RESOLVED that the City Council hereby agrees that effective July 1, 2026, all Class B employees not covered by a collective bargaining agreement that provides otherwise shall contribute five percent (5%) of their annual salary, and all Class A Fire employees shall contribute fourteen percent (14%) of their annual salary and all Class A Police employees shall contribute seventeen and 614/1,000 percent (17.614%), to the City's Retirement Fund (Fund 125) to achieve the target of having employees contribute thirty percent (30%) of the total retirement contributions required; and

BE IT FURTHER RESOLVED that monthly COBRA premiums for Health and Dental insurance shall be as follows:

	Health	Dental	Vision
Single	$ 1,382.97	$ 38.13	$ 6.65
Single +1	$ 2,627.64	$ 77.21	$ 11.41
Family	$ 3,872.31	$ 145.47	$ 20.43

BE IT FURTHER RESOLVED that COBRA continuation premiums for FY27 shall be set at 102% of the applicable monthly group premium for each plan and coverage tier; the rates in the table above reflect premiums known as of adoption, and the Chief Administrative Officer is authorized to update the COBRA premium schedule to 102% of the final carrier premiums upon completion of the FY27 renewals, without further City Council action; and

BE IT FURTHER RESOLVED that the City directs the HR Director to conduct a non-partisan study on compensation and staffing levels for all staff in the Mayor's Office, including the Mayor, with changes to be proposed in the FY28 budget; and

BE IT FURTHER RESOLVED that the City shall expand security in the Central District by providing an additional one hundred fifty thousand ($150,000) in the BPD budget for both sworn and non-sworn officers to be deployed as needed using data; and

BE IT FURTHER RESOLVED that the City shall add an additional forty thousand ($40,000) to the existing forty thousand ($40,000) for the recruitment of already certified police officers, to be disbursed as twenty thousand ($20,000) recruitment bonuses to new officers; and

BE IT FURTHER RESOLVED that the City shall spend at least twenty-five thousand ($25,000) of existing Police training money specifically on State's Fair and Impartial Policing Policy, immigration law, and constitutional rights; and

BE IT FURTHER RESOLVED that the City Council Initiative Fund has been reduced by twenty-five thousand ($25,000) for FY27 only and now stands at twenty-five thousand ($25,000); and

BE IT FURTHER RESOLVED that overtime will be increased in the amount of twenty-four thousand ($24,000) in the Department of Permitting and Inspections to allow for more capacity for enforcement of overdue fines and fees. After a six-month pilot, DPI will report back to the Mayor and City Council on results and lessons learned. The report will also include a reflection on the City Attorney's capacity to provide legal support; and

BE IT FURTHER RESOLVED that the City will continue to fund the organizations listed in the Regional Programs budget but only those that are designated as "core services" will be included in the FY28 budget, any other money awarded by the City will be given through an equitable grants program that will commence in early 2027; and

BE IT FURTHER RESOLVED that the Community and Economic Development Office will provide updates on City marketing and promotion work for the economic centers of the City with regular reports back to the City Council and CDNR Committee; and

BE IT FURTHER RESOLVED that the Community and Economic Development Office will provide updates on City Downtown events, streamlining event permitting, and general revitalization work with regular reports to the City Council and PAC Committee; and

BE IT FURTHER RESOLVED that the City Council directs the PAC Committee, in partnership with all relevant City departments, to evaluate barriers to participation to outside organizations, businesses, institutions, and community groups to create and host new events and activities within the downtown area, and shall provide a report on its findings and recommendations to the full City Council no later than September 30, 2026; and

BE IT FURTHER RESOLVED that one hundred thousand dollars ($100,000) shall be appropriated to CEDO to be directed by Council resolution that supports one or more pilot projects intended to promote Burlington's economic vitality and strengthen the City's downtown; and

BE IT FURTHER RESOLVED that the Community and Economic Development Office will provide updates on the PlanBTV2050 economic development plan on a regular basis to the Board of Finance and CDNR Committee; and

BE IT FURTHER RESOLVED that an additional Accounts Receivable Coordinator position is added to DFA, with no changes to salary or job description; as well as adding a Director of Budget and Strategic Planning in DFA, as described in the position description attached.

City of Burlington, Vermont
Department of Permitting & Inspections
FY2027 Fee Schedule
Unless otherwise noted all fees are non-refundable

Development Applications and Permits	Applicable Fee
Administrative Review	
Administrative pre-application conference	No charge
Administrative Time Extension	No charge
Administrative Determinations	1. $15 filing fee + 2. $140
Awning Permit (no signage) **Basic Zoning Permit** (non-design control RL) **Fence Permit** **Certificate of Appropriateness Level I (COA I)** Change of use or projects with an estimated construction cost (ECC) of less than $29,000[F]	1. $15 filing fee + 2. $107
Sign Permit	1. $15 filing fee + 2. $118 for one sign 3. + $80 for each additional sign 4. 1/2 price per sign if part of an approved Master Sign Plan.
Certificate of Appropriateness (COA) Level II For projects with an estimated construction cost (ECC) of greater than or equal to $29,000. [F] Administrative review as allowed under Section 3.2.7 (b) of the Comprehensive Development Ordinance. A. Application Fee B. Development Review Fee (due prior to release of permit)	 1. $15 filing fee + 2. $140 + 2. $2.20 per $1,000 of ECC. $4.50 per $1,000 of ECC.
Certificate of Appropriateness (COA) Level III Lot Line Adjustments and Lot Merger – no new lots created	1. $15 filing fee + 2. $140

Development Review Board Review	
Sketch Plan Review A. Initial Review B. Subsequent Review	 $300 per Board per visit $250 per Board per visit
Certificate of Appropriateness (COA) Level III **Preliminary Plat** A. Application Fee	 1. $200 + 2. $2 per $1,000 of ECC; **or** $300 per

	lot if subdivision only.
B. Development Review Fee Due prior to release of the DRB approval	$3 per $1,000 of ECC.
Certificate of Appropriateness (COA) Level III **Final Plat** A. Application Fee	1. $15 filing fee + 2. $250 + 3. $2.20 per $1,000 of ECC, **or** $330 per lot if subdivision only.
B. Development Review Fee Due prior to release of the DRB approval	$3.00 per $1,000 of ECC.
Preliminary/Final Combination A. Application Fee	1. $15 filing fee + 2. $250 + 3. $4.40 per $1,000 of ECC, **or** $330 per lot if subdivision only.
B. Development Review Fee Due prior to release of the permit	$3.00 per $1,000 of ECC.
Conditional Use, Variance, Major Impact, Public Hearings and Appeals	
Conditional Use or Variance In addition to any applicable COA fees	$195
Major Impact Review In addition to any applicable COA fees	1. $250 + 2. $1.21 per $1,000 of ECC.
Other Matters requiring an action by the DRB Time extensions, Master Sign Plan, etc.	$155
Appeals to the DRB Appeals of Administrative and Enforcement decisions to the DRB.	$250

Other Fees	
Impact Fees	**Visit:** https://www.burlingtonvt.gov/728/Impact-Fees
Documents, Copies, etc. **a. Audio Tapes** **b. File research** **c. Planning documents** **i. Municipal Development Plan** **ii. Comprehensive Development Ordinance** **d. Postage and Handling** **e. Photocopies** **f. Paper zoning map** **g. Digital Maps**	$3.50/tape $20.00/hour Actual cost of publication (hardcopy or CD) Per current USPS rates $0.10 per page (black-and-white) $1.00 per page (color) $15.00 per map (24 x 36, color) No charge

Other Related Fees	
Zoning Compliance Report A. Standard B. Expedited (within 2 weeks) C. Renewal (if within 2 years of prior compliance report)	 $35 $70 $17
Zoning Certificate of Occupancy A. Final Certificate of Occupancy B. Temporary Certificate of Occupancy C. "After the fact" Zoning Certificate of Occupancy	 Included in application fees above, the fee is $30 + 10% of the total application fees and may be refunded if the permit is not enacted. $150 each See attached schedule

Appeals of DRB Decision to the Vermont Superior Court Environmental Division	Visit: https://www.vermontjudiciary.org/fees

Fee Schedule Notes

A. All fees are non-refundable and are due at the time of application unless otherwise noted.
B. The zoning application and development review fees and, when applicable, major impact review fee, shall together be capped at $165,000 (2026 dollars). For Planned Unit Development projects, this fee cap shall apply to the estimated construction cost per-building. Consistent with Section 3.2.4 (a) of the *Burlington Comprehensive Development Ordinance*, this fee cap is adjusted annually based on the Consumer Price Index.
C. All revenue generated by this Fee Schedule, with the exception of Impact Fees, is deposited into the City's General Fund. Therefore, this Fee Schedule shall not apply when any fees would also be paid out of the City's General Fund, with the exception of the payment of Impact Fees, in order to eliminate the duplicative and unnecessary accounting for payments and deposits within the same City fund.
D. Permit fees include a $15 filing fee assessed by the Burlington Clerk/Treasurer's office as required by state statute unless otherwise noted.
E. Checks should be made payable to the "City of Burlington." Credit cards are accepted (Visa, MasterCard, and American Express) for a $3 processing fee plus 2.65% for transactions over $123.00.
F. Permit applications resulting from a zoning Notice of Violation are subject to double, triple or triple plus up to $500 the application fee as specified under Section 2.7.9 of the *Burlington Comprehensive Development Ordinance.*
G. "ECC" is the Estimated Construction Cost as specified under Section 3.2.4 (a) of the *Comprehensive Development Ordinance*. Fees are calculated for every $1,000 of ECC.
H. The Administrative Officer shall make the determination if an application shall be administered as an amendment to an existing permit or a new project entirely based on the relationship between what is being proposed and the original permit. Applications for an amendment to modify an active permit will be assessed based on the net difference in ECC from the original permit or actual area affected by the proposed amendment.
I. The ECC threshold between COA Level I and COA Level II applications is annually adjusted based on the Consumer Price Index pursuant to Section 3.2.4 (a) of the *Burlington Comprehensive Development Ordinance*. For Fiscal Year 2027, this amount is $29,000.

FY27 WATER RESOURCES RATE SCHEDULES

FY 27 Private Fire Protection Fee Schedule	
Fire Service Size/Type	**Monthly Charge**
1.5"	$46.97
2"	$46.97
3"	$46.97
4"	$46.97
6"	$136.35
8"	$290.58
10"	$522.58
Private Fire Hydrant	$136.35

FY 27 Water and Wastewater Fixed Charge by Meter Size Schedule		
	Water	**Wastewater**
Meter Size	**Monthly Charge**	
5/8"	$4.45	$7.84
3/4"	$6.68	$11.74
1"	$11.09	$19.56
1.5"	$22.15	$39.11
2"	$35.43	$62.54
3"	$66.41	$117.25
4"	$110.66	$195.40
6"	$221.29	$390.76
8"	$354.02	$625.16
10"	$508.91	$1,198.94

FY 27 Water and Wastewater Volumetric Rate Schedule		
	Water	**Wastewater**
Meter Type and Usage Tiers	**Rate per 100 Cubic Feet (CF) per month**	
Single Unit Residential		
Tier 1 (0 - 400 CF)	$3.32	$10.02
Tier 2 (401 CF and higher)	$8.27	$10.02
Duplex		
Tier 1 (0 - 600 CF)	$3.32	$10.02
Tier 2 (601 CF and higher)	$8.27	$10.02
Triplex		
Tier 1 (0 - 900 CF)	$3.32	$10.02
Tier 2 (901 CF and higher)	$8.27	$10.02
Multi-Family Residential	$5.67	$10.02
Mixed Residential & Commercial	$5.67	$10.02
Commercial	$5.67	$10.02
City	$5.67	$10.02
Irrigation	$9.91	-
Process Water for Heating or Cooling	$6.41	-

FY 27 Stormwater Rate Schedule		
Stormwater Monthly Fee	**$4.13**	**per ISU per month**
1 ISU = 1,000 square feet of impervious		
The Council sets the ISU fee which is then multiplied by the flat rate multipliers in the ordinance to establish the Flat Fees for Single Family, Duplex and Triplex customers.		
Single Family	$11.03	per month
Duplex	$10.94	per month
Triplex	$12.64	per month

City of Burlington
Job Description

Position Title: Director of Budget and Strategic Planning **Department:** Department of Finance and Administration

Reports to: Chief Administrative Officer

Pay Grade: Market Factor **Job Code:** 110

Exempt/Non-Exempt: Exempt **Union:** Non-Union

General Purpose: The Director of Budget and Strategic Planning is responsible for overseeing citywide budgeting, capital programs, and external funds procurement and management, and strategic plans to deliver essential services that balance community needs with fiscal realities.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Directly supervises Capital Program Director, Grants Director, and Financial and Budget Manager, providing guidance over these programs: capital, grants, philanthropy, and budgeting for the City.
- Lead, oversee and support the City in the development, preparation, revision, and presentation for approval of the City's Operating (General, Enterprise, and Special Revenue Fund) and Capital Improvement budgets in close coordination with Mayor, Chief Administrative Officer, Department Heads, Capital Program Director, and Financial and Budget Manager.
- Plan and implement a multi-year budgeting process, utilizing multi-year revenue and expenditure forecast systems and models for both Operating and Capital budgets.
- Develop standards and procedures to guide the administration, City Council, and departments in Citywide organizational budgeting and strategic planning.
- Translate City goals and strategic planning initiatives into actionable annual operating and capital budgets.
- Provide financial analysis to City leadership, monitoring the financial condition of City's funds and reporting status periodically to Mayor and Board of Finance for budgetary control and to identify trends, variances and opportunities for improvement.
- Develop and deliver training for creating budgets and financial management and reporting mechanisms for City staff.
- Work closely with the Mayor, City Council, CAO, and others, help develop and maintain a strategic plan that outlines the community's vision in alignment with its financial resources.

- Oversees grant function by providing guidance on how the City plans and coordinates applications, including applying for federal and state grants, negotiating terms and conditions, and ensuring financial and programmatic compliance and timely reporting.
- Oversees capital program including planning, executing, and monitoring capital projects to ensure they are on time, within budget, and meet quality standards.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Business, Public Administration or related field.
- At least five (5) years of experience as a budget analyst, financial analyst, business accountant, or similar, with experience in government preferred.
- At least three (3) years of supervisory experience.
- Demonstrated knowledge of and experience with Uniform Guidance/2 CFR 200.
- Comfort navigating & compiling data from multiple software/sources, especially high-level of Excel knowledge (at a minimum, comfort with pivot tables and basic formulas).
- Advanced financial expertise in budget planning and financial forecasting.
- Demonstrated leadership, supervisory and planning skills.
- Excellent verbal and written communication skills.
- Strong analytical and problem-solving abilities.
- Strong ability to establish and maintain effective working relationships with City Officials and Departments, state and other public officials.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Ability to maintain confidentiality and make decisions in accordance with established policies and procedures.

Physical & Mental/Reasoning Requirements; Work Environment:
These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

_x_ seeing
__ color perception (red, green, amber)
_x_ hearing/listening
_x_ clear speech
_x_ touching
  _x_ dexterity
  _x_ hand
  _x_ finger

__ ability to move distances within and between warehouses/offices
__ climbing
__ ability to mount and dismount forklift/truck

__ lifting (specify) __ pounds
__ carrying (specify) __ pounds
__ driving (local/over the road)

__ reading – basic
_x_ reading – complex
__ writing – basic
_x_ writing – complex
__ shift work
_x_ works alone
_x_ works with others
_x_ verbal contact w/ others
_x_ face-to-face contact
_x_ inside

_ pushing/pulling

__ math skills – basic
_x_ math skills – complex
_x_ clerical

__ outside
__ extreme heat
__ extreme cold
__ noise
__ mechanical equipment

__ electrical equipment
_x_analysis/ comprehension
_x_ judgment/decision making
__ pressurized equipment
__ moving objects
__ high places
__ fumes/odors
__ hazardous materials
__ dirt/dust

Supervision:

Directly Supervises: __3__ Indirectly Supervises: ___1_

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created May 2026.

Proposed FY27 Bond Reallocations (5/15/2026)

Project	Funds to Reallocate	Bond Series	Project Receiving Funds
804 - Asset Management	$50,000.00	2022A & 2023A	803 - I&T FLIR Camera Server
804 - Asset Management	$30,000.00	2022A & 2023A	803 - I&T Computer Purchases
804 - Capital Consultants	$3,745.00	2017A	804 - Capital Program Management
804 - Capital Consultants	$79,000.00	2017A	804 - Tech Services Project Admin
809 - Other Capital Contingency	$200,000.00	2024A	803 - Software Projects New World Replacement
810 - Permits	$14,000.00	2022A, 2023A, & 2024A	810 - Facilities Contingency
810 - 339 Pine St Construction	$25,000.00	2022A	810 - Facilities Contingency
810 - Parks Facility Relocate - Leddy	$18,000.00	2017	810 - Facilities Contingency
811 - City Hall Professional & Consultant	$50,000.00	2017 & 2021	811 - City Hall Construction Contractual
830 - North Beach Park Improvements	$380,000.00	2024A	830 - Calahan Courts & Stormwater
830 - North Beach Park Improvements	$23,864.00	2024A	830 - Perkins Pier
830 - Schifilliti Park Pathway	$2,863.00	2019 10.5M	830 - Perkins Pier
830 - North Beach Building Demo	$1,000.00	2018A	830 - Perkins Pier
830 - North Beach Building Demo	$11,000.00	2018A	830 - Boathouse Improvements
831 - Bike Path Phase 3A Perkins to Barge Construction	$84,928.00	2018	830 - Perkins Pier
831 - Bike Path Phase 3B N Proctor to Blanchard Construction	$24,807.00	2019	830 - Perkins Pier
831 - Bike Path Phase 3B Oakledge Construction	$12,538.00	2019	830 - Perkins Pier
841 - Transportation Capital Planning	$50,000.00	2025A	841 - Transportation N Champlain PBL
842 - Bridge Repair & Maintenance	$164,517.00	2022A	843 - Winooski Bridge
842 - ROW DPW UP UVM Agreement	$2,000.00	2022A	843 - Colch/Barrett/River Intersection Soils
843 - VTrans Grant Ethan Allen Pkwy	$34,044.00	2023A	843 - Intervale Rd SUP
843 - VTrans Grant Ethan Allen Pkwy	$2,000.00	2023A	843 - Colch/Barrett/River Intersection Soils
843 - Queen City Park Sidepath	$98,000.00	2022A	843 - Colch/Barrett/River Intersection Soils
843 - Shelburne Roundabout Trans Construction	$111,000.00	2018	843 - Intervale Rd SUP
852 - Railyard Enterprise Force Account Eng	$14,000.00	2022A	843 - Colch/Barrett/River Intersection Soils
852 - Railyard Enterprise Force Prof & Consult Svs	$34,000.00	2022A	843 - Colch/Barrett/River Intersection Soils
Total:	**$1,520,306.00**		

FY27 Use of Project Fund Balances (3/30/2026)

Project	Fund Balance for Use	FY27 Capital Budget	Bond Series
802 Vehicle Euipment Purchase - Streets Dump Truck	$407,000.00	$100,000.00	2025A
802 Vehicle Euipment Purchase - Streets Sidewalk Tractor		$220,000.00	2025A
804 Capital Program Management	$185,107.00	$185,000.00	2023A & 2024A
804 Parks Project Management	$92,480.00	$92,000.00	2022A
809 Accesibility Projects	$150,000.00	$150,000.00	2023A
810 645 Pine	$39,106.00	$39,000.00	2025A
810 Community Health & Safety Building	$20,854.00	$20,000.00	2023A
810 Firehouse Gallery Construction	$99,350.00	$25,000.00	2024A & 2025A
810 Leddy	$159,540.00	$50,000.00	2023A & 2024A
812 Library	$8,483.20	$8,000.00	2022A
841 Transporation N Champlain PBL	$100,000.00	$100,000.00	2022 Annual CIP
841 Transportation Capital Planning	$73,000.00	$73,000.00	2025A
842 Street Annual Paving	$135,000.00	$135,000.00	2025A
842 Sidewalk Annual Replacement	$15,000.00	$15,000.00	2025A
851 BTC Improvements CDS Cherry St	$593,049.00	$300,000.00	2022A & 2024A
Total:	**$2,077,969.20**	**$1,512,000.00**	

Resolution Relating to

ANNUAL APPROPRIATION AND BUDGET FOR FISCAL YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

RESOLUTION_____
Sponsor(s): Mayor Mulvaney-Stanak, Bd. of Finance
Introduced: _____
Referred to: _____
_____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Six..……

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, Section 157 of the City Charter requires the Mayor, on or before June 15 of each year, provide to the City Council an estimate of the necessary appropriations to cover the expenses of each department and branch of the City government for the next fiscal year to be known as the "budget"; and

WHEREAS, the Administration remains committed to delivering high-quality City services to residents, visitors and businesses, while improving the affordability of the City by right-sizing the size of the City budget and creating sustainable financial practices to responsibly steward city resources; and

WHEREAS, the FY27 budget process included the difficult decision to strategically eliminate or hold open 26 vacant positions to help close a chronic structural budget gap challenge, which this year amounted to $11M; and

WHEREAS, the Administration discussed summaries of proposed department budgets for the fiscal year starting on July 1, 2026, and ending on June 30, 2027 ("FY27") with the Board of Finance and City Council at public sessions on December 15, January 12, January 20, January 26, March 9, April 27, April 29, April 30, May 4, May 7, May 11, and May 18; and

WHEREAS, on May 18, a month earlier than required by the City's Charter, the Mayor provided the Board of Finance and the City Council the Mayor's Recommended Budget for FY27, which is an estimate of the necessary appropriations to cover the expenditures of each fund, department, and branch of City government; an estimate of the revenues from sources other than property taxes, including certain operating transfers; and an estimate of the amount to be raised by taxation upon real and personal property within the City of Burlington (the "Mayor's Budget"); and

WHEREAS, it is now appropriate to make cost-of-living compensation adjustments for FY27 for eligible City employees, including Burlington Electric Department employees, who are not covered by a collective bargaining agreement, and this cost-of-living adjustment is critical to supporting staff, particularly in the current high inflationary environment; and

WHEREAS, the City of Burlington receives interdepartmental revenues and employee contributions to fund Workers' Compensation, Health, Dental, Life, and Liability Insurances, and the City recognizes that these revenues are for the sole purpose of funding these expenditures; and

WHEREAS, currently the Burlington Police Department has 59 sworn officers on staff, and the FY27 budget includes funding for the addition of ten (10) more sworn officers for a total of sixty-nine (69) sworn officers; and

WHEREAS, the City is committed to community safety, the City is implementing the five-cent public safety tax increase that was overwhelmingly approved by 70% of voters on Town Meeting Day 2026, which will generate an estimated two million and eight hundred thousand dollars ($2,800,000) in additional revenues in order to fund its Police and Fire Departments adequately so as to ensure the viability of both its traditional public safety services, as well as its new and innovative community response programs; and

WHEREAS, the downtown is showing signs of an economic rebound, and the Main Street Great Streets project is coming to a close, and with Main Street preparing to fully open, we are committed to providing extra security; and

WHEREAS, the City remains keenly interested in hiring new sworn police officers, especially those that are already certified and can begin work immediately, also known as lateral hires; and

WHEREAS, given changes in the federal government's policies and procedures, the City desires all police officers to be more deeply trained on the State's Fair and Impartial Policing Policy, immigration law, and constitutional rights; and

WHEREAS, the City Council has also shown their solidarity by cutting $25,000 from its Councilor Initiative Funds; and

WHEREAS, the Mayor's Office is staffed by only three people in addition to the Mayor, and the salaries of the employees have been deemed by both the Administration and City Council to be out of alignment; and

WHEREAS, there are considerable overdue fines within the Department of Permitting and Inspections, and current staff with their deep knowledge of policies and practices are best positioned to collect this money; and

WHEREAS, there are many organizations that the City budget supports, and we want to offer such support in an equitable manner; and

WHEREAS, the City, including the Church Street Marketplace enterprise fund, is spending $1,004,062 on marketing, promotion, and events in the downtown and waterfront this fiscal year; and

WHEREAS, the City has planned nearly daily programming for the downtown during the prime season, with over 100 events planned; and

WHEREAS, the City is aiming to improve community safety, support the downtown, and commit to affordability for residents; therefore, the City is maintaining consumption taxes at their current rates of 4% for the hotel-motel tax, and, subject to further approval of the City Council by ordinance, 2.5% in perpetuity for the non-lodging gross receipts tax, while also eliminating the admissions tax, which is a reduction in revenue of $105,000; and

WHEREAS, the City remains committed to ongoing recreational programming for Burlington's adults, including older adults in the community, and for FY27 only the City will increase funding on a one-time basis to the Heineberg Center by thirty-eight thousand dollars ($38,000) to support programming for seniors and directs the REIB and Aging Council to review the Age Strong BTV report and recommend new investments in senior programming for FY28; and

WHEREAS, the City remains committed to recovery support for the community, and for FY27, the City will increase funding to Turning Point by eight thousand and five hundred dollars ($8,500) for a total of twenty-six thousand four hundred and fifty dollars ($26,450) to support their coaching and recovery programs; and

WHEREAS, the Administration will focus on multi-year budgeting and increasing the efficacy with which the City collects the money it is owed, and the City will create a new Director of Budget and Strategic Planning position and a second Accounts Receivable Coordinator position;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Burlington, that the estimates of the revenues and expenditures shown, the schedules, and the accompanying narrative and tables of the Mayor's Budget are hereby adopted as the annual appropriation and budget of the City of Burlington for FY27 (the "FY27 Budget"); and

BE IT FURTHER RESOLVED that the legal level of budgetary control for the FY27 Budget is established at the department-within-fund level; the Chief Administrative Officer is authorized to approve transfers of appropriation between line items and cost centers within a department and fund per the City's adopted Purchasing Policy, while any transfer that increases a department's total appropriation within a fund, or that moves appropriation between funds, shall require Board of Finance and City Council approval; and

BE IT FURTHER RESOLVED that for all departments or programs other than the General Fund departments or programs noted in the previous paragraph ("non-General-Fund departments"), including but

not limited to all Special Revenue Funds and all Enterprise Funds, the appropriations in the budget are not available for expenditure until a corresponding revenue amount is received or unless additional revenues are reasonably expected to be received within six (6) months of the expenditure; and

BE IT FURTHER RESOLVED that the unexpended balances from prior years' appropriations made for any non-General-Fund departments, as well as all reserve funds, debt service reserves, and insurance reserves, except as otherwise provided below, shall be carried over to the FY27 Budget upon determination by the Chief Administrative Officer of the availability of such unexpended balances; and

BE IT FURTHER RESOLVED that valid encumbrances representing open purchase orders or other contractual obligations of the General Fund outstanding at the close of FY26 shall be carried forward and re-appropriated into FY27 to the extent of such obligations, upon determination by the Chief Administrative Officer of their validity; and that all other unexpended, unencumbered General Fund appropriations shall lapse at the close of FY26 except as otherwise provided herein; and

BE IT FURTHER RESOLVED that appropriations for capital projects and for grant-funded activity shall not lapse but shall carry forward until the project or grant period is complete or the appropriation is formally closed; and

BE IT FURTHER RESOLVED that any unspent funds from the Police Department's FY26 budget, up to $60,000, will be rolled over and may be spent in FY27 on consultant services for permanent chief of police hiring; and

BE IT FURTHER RESOLVED that any unspent funds from the Planning Department's FY26 budget, up to $27,000, will be rolled over and may be spent in FY27 on consultant services for BTV Plan 2050; and

BE IT FURTHER RESOLVED that any unspent funds from the City Council's FY26 budget, up to $10,000, will be rolled over and may be spent in FY27 responding to the Promoting Community Dialogue City Council resolution of January 2026; and

BE IT FURTHER RESOLVED that the Capital Program Director has identified previously allocated bond proceeds that are available for use by projects identified for funding in FY27, including funds from Bond Series 2017A, 2018A, 2019A, 2021A, 2022A, 2023A, 2024A, and 2025A, and upon City Council authorization shall be finalized by necessary budget amendment and subsequent transfer of funds as described in the attached; and

BE IT FURTHER RESOLVED that the Capital Program Director has identified fund balances within existing capital project budgets that are available for use by projects identified for funding in FY27,

and upon City Council authorization shall be used to support the FY27 Capital Budget as described in the attached; and

BE IT FURTHER RESOLVED that the FY27 budgets for the Greenbelt and Conservation Legacy funds will utilize available Fund Balance to support, including $36,497 that is available for the Greenbelt, including $33,438 that is available for Conservation Legacy; and

BE IT FURTHER RESOLVED that the City received revenues from the sale of 200 Church in FY26 and that any balance of funds in 101-00.4750 should be carried forward into FY27 for allocation by the Chief Administrative Officer; and

BE IT FURTHER RESOLVED that as the City must establish a late filing penalty for homestead declarations filed after the statutory deadline, the rate is set at 3% of the total education tax for all late-filed homestead declarations for FY27; and

BE IT FURTHER RESOLVED that the Chief Administrative Officer may, from time to time, make expenditures, from the General Fund of the City, for the purpose of acquisition, construction, and installation of certain capital improvements or other obligations. The City may intend that such expenditures, including but not limited to parking and terminal improvements at the Burlington International Airport, downtown parking, and street capital improvements, to be reimbursed through the issuance of tax-exempt bonds or other obligations, and pursuant to Treasury Regulations Section 1.150-2, the City must declare an intent to reimburse such expenditure with the proceeds of bonds or other obligations. The Chief Administrative Officer is hereby authorized and designated as a representative of the City to adopt an official intent, on behalf of the City, to determine, in each case, whether an approved expenditure for capital improvements will be
reimbursed with the proceeds of bonds or other forms of obligation; and

BE IT FURTHER RESOLVED that the fees charged by the Department of Permitting & Inspections shall be set as outlined in the attached FY27 Fee Schedule; and

BE IT FURTHER RESOLVED that effective July 1, 2026, the fees charged for water and wastewater shall be set as provided on the three attached schedules entitled FY27 Private Fire Protection Fee Schedule, FY27 Water and Wastewater Fixed Charge by Meter Size Schedule, and FY27 Water and Wastewater Volumetric Rate Schedule; and

BE IT FURTHER RESOLVED that effective July 1, 2026, the fees charged for stormwater shall be set at $4.13 per ISU (1,000 square feet of impervious surface) so that the flat rate for a single-family residence shall be $11.03 per month, for a duplex $10.94 a month, and for a triplex $12.64; and

BE IT FURTHER RESOLVED that a department head may authorize recurring purchases for routine operational costs that are included within the department's annual budget, such as treatment chemicals for water or wastewater operations, road salt, postage, filing, or licensing fees, or replacement equipment, without the requirement of additional approval, if there is no contractual obligation to make the purchase; and

BE IT FURTHER RESOLVED that the City's unassigned fund balance policy requires the City to maintain at least 5% in the fund, and targets 10% and the City has 8.2% in the fund as of the FY25 audit and as such, this budget authorizes limited uses of the unassigned fund balance while ensuring that the City remains within policy; and

BE IT FURTHER RESOLVED that the employee positions and grade levels authorized for FY27 shall be as set forth in the section of the FY27 Budget entitled "Personnel Listing", except that because the budgeted positions are based on attrition and anticipated staff efficiencies, any determination to reclassify any existing staff position is subject to appropriate approvals according to the City's Personnel Policies and any applicable union contract; and

BE IT FURTHER RESOLVED that effective July 1, 2026, all eligible regular City employees not covered by a collective bargaining agreement that provides otherwise shall receive a cost of living adjustment in accordance with that which is negotiated with AFSCME for FY27, except for Burlington Electric employees not covered by a collective bargaining agreement, who shall receive a cost of living agreement equal to that which has been negotiated for FY27 with IBEW; and

BE IT FURTHER RESOLVED that effective July 1, 2026, all eligible Class A employees, except those who have opted out legally of the City's health insurance program, shall contribute six and 500/1,000 percent (6.500%) of their annual salary to the City's Health Insurance Fund (Fund 150) and all eligible Class B employees, except those covered by a collective bargaining agreement that provides otherwise or who have opted out legally of the City's health insurance program, shall contribute six and 950/1,000 percent (6.950%) of their annual salary to the City's Health Insurance Fund (Fund 150) to achieve the target of having employees contribute twenty percent (20%) of the total cost of the City providing health benefits; and

BE IT FURTHER RESOLVED that the City Council hereby agrees that effective July 1, 2026, all Class B employees not covered by a collective bargaining agreement that provides otherwise shall contribute five percent (5%) of their annual salary, and all Class A Fire employees shall contribute fourteen percent (14%) of their annual salary and all Class A Police employees shall contribute seventeen and 614/1,000 percent (17.614%), to the City's Retirement Fund (Fund 125) to achieve the target of having employees contribute thirty percent (30%) of the total retirement contributions required; and

BE IT FURTHER RESOLVED that monthly COBRA premiums for Health and Dental insurance shall be as follows:

	Health	Dental	Vision
Single	$ 1,382.97	$ 38.13	$ 6.65
Single +1	$ 2,627.64	$ 77.21	$ 11.41
Family	$ 3,872.31	$ 145.47	$ 20.43

BE IT FURTHER RESOLVED that COBRA continuation premiums for FY27 shall be set at 102% of the applicable monthly group premium for each plan and coverage tier; the rates in the table above reflect premiums known as of adoption, and the Chief Administrative Officer is authorized to update the COBRA premium schedule to 102% of the final carrier premiums upon completion of the FY27 renewals, without further City Council action; and

BE IT FURTHER RESOLVED that the City directs the HR Director to conduct a non-partisan study on compensation and staffing levels for all staff in the Mayor's Office, including the Mayor, with changes to be proposed in the FY28 budget; and

BE IT FURTHER RESOLVED that the City shall expand security in the Central District by providing an additional one hundred fifty thousand ($150,000) in the BPD budget for both sworn and non-sworn officers to be deployed as needed using data; and

BE IT FURTHER RESOLVED that the City shall add an additional forty thousand ($40,000) to the existing forty thousand ($40,000) for the recruitment of already certified police officers, to be disbursed as twenty thousand ($20,000) recruitment bonuses to new officers; and

BE IT FURTHER RESOLVED that the City shall spend at least twenty-five thousand ($25,000) of existing Police training money specifically on State's Fair and Impartial Policing Policy, immigration law, and constitutional rights; and

BE IT FURTHER RESOLVED that the City Council Initiative Fund has been reduced by twenty-five thousand ($25,000) for FY27 only and now stands at twenty-five thousand ($25,000); and

BE IT FURTHER RESOLVED that overtime will be increased in the amount of twenty-four thousand ($24,000) in the Department of Permitting and Inspections to allow for more capacity for enforcement of overdue fines and fees. After a six-month pilot, DPI will report back to the Mayor and City Council on results and lessons learned. The report will also include a reflection on the City Attorney's capacity to provide legal support; and

BE IT FURTHER RESOLVED that the City will continue to fund the organizations listed in the Regional Programs budget but only those that are designated as "core services" will be included in the FY28 budget, any other money awarded by the City will be given through an equitable grants program that will commence in early 2027; and

BE IT FURTHER RESOLVED that the Community and Economic Development Office will provide updates on City marketing and promotion work for the economic centers of the City with regular reports back to the City Council and CDNR Committee; and

BE IT FURTHER RESOLVED that the Community and Economic Development Office will provide updates on City Downtown events, streamlining event permitting, and general revitalization work with regular reports to the City Council and PAC Committee; and

BE IT FURTHER RESOLVED that the City Council directs the PAC Committee, in partnership with all relevant City departments, to evaluate barriers to participation to outside organizations, businesses, institutions, and community groups to create and host new events and activities within the downtown area, and shall provide a report on its findings and recommendations to the full City Council no later than September 30, 2026; and

BE IT FURTHER RESOLVED that one hundred thousand dollars ($100,000) shall be appropriated to CEDO to be directed by Council resolution that supports one or more pilot projects intended to promote Burlington's economic vitality and strengthen the City's downtown; and

BE IT FURTHER RESOLVED that the Community and Economic Development Office will provide updates on the PlanBTV2050 economic development plan on a regular basis to the Board of Finance and CDNR Committee; and

BE IT FURTHER RESOLVED that an additional Accounts Receivable Coordinator position is added to DFA, with no changes to salary or job description; as well as adding a Director of Budget and Strategic Planning in DFA, as described in the position description attached.

City of Burlington, Vermont
Department of Permitting & Inspections
FY2027 Fee Schedule
Unless otherwise noted all fees are non-refundable

Development Applications and Permits	Applicable Fee
Administrative Review	
Administrative pre-application conference	No charge
Administrative Time Extension	No charge
Administrative Determinations	1. $15 filing fee + 2. $140
Awning Permit (no signage) **Basic Zoning Permit** (non-design control RL) **Fence Permit** **Certificate of Appropriateness Level I (COA I)** Change of use or projects with an estimated construction cost (ECC) of less than $29,000[F]	1. $15 filing fee + 2. $107
Sign Permit	1. $15 filing fee + 2. $118 for one sign 3. + $80 for each additional sign 4. 1/2 price per sign if part of an approved Master Sign Plan.
Certificate of Appropriateness (COA) Level II For projects with an estimated construction cost (ECC) of greater than or equal to $29,000. [F] Administrative review as allowed under Section 3.2.7 (b) of the Comprehensive Development Ordinance. A. Application Fee B. Development Review Fee (due prior to release of permit)	 1. $15 filing fee + 2. $140 + 2. $2.20 per $1,000 of ECC. $4.50 per $1,000 of ECC.
Certificate of Appropriateness (COA) Level III Lot Line Adjustments and Lot Merger – no new lots created	1. $15 filing fee + 2. $140

Development Review Board Review	
Sketch Plan Review A. Initial Review B. Subsequent Review	 $300 per Board per visit $250 per Board per visit
Certificate of Appropriateness (COA) Level III **Preliminary Plat** A. Application Fee	 1. $200 + 2. $2 per $1,000 of ECC; **or** $300 per

	lot if subdivision only.
B. Development Review Fee Due prior to release of the DRB approval	$3 per $1,000 of ECC.
Certificate of Appropriateness (COA) Level III **Final Plat** A. Application Fee	1. $15 filing fee + 2. $250 + 3. $2.20 per $1,000 of ECC, **or** $330 per lot if subdivision only.
B. Development Review Fee Due prior to release of the DRB approval	$3.00 per $1,000 of ECC.
Preliminary/Final Combination A. Application Fee	1. $15 filing fee + 2. $250 + 3. $4.40 per $1,000 of ECC, **or** $330 per lot if subdivision only.
B. Development Review Fee Due prior to release of the permit	$3.00 per $1,000 of ECC.
Conditional Use, Variance, Major Impact, Public Hearings and Appeals	
Conditional Use or Variance In addition to any applicable COA fees	$195
Major Impact Review In addition to any applicable COA fees	1. $250 + 2. $1.21 per $1,000 of ECC.
Other Matters requiring an action by the DRB Time extensions, Master Sign Plan, etc.	$155
Appeals to the DRB Appeals of Administrative and Enforcement decisions to the DRB.	$250

Other Fees	
Impact Fees	**Visit:** https://www.burlingtonvt.gov/728/Impact-Fees
Documents, Copies, etc. **a. Audio Tapes** **b. File research** **c. Planning documents** **i. Municipal Development Plan** **ii. Comprehensive Development Ordinance** **d. Postage and Handling** **e. Photocopies** **f. Paper zoning map** **g. Digital Maps**	$3.50/tape $20.00/hour Actual cost of publication (hardcopy or CD) Per current USPS rates $0.10 per page (black-and-white) $1.00 per page (color) $15.00 per map (24 x 36, color) No charge

Other Related Fees	
Zoning Compliance Report A. Standard B. Expedited (within 2 weeks) C. Renewal (if within 2 years of prior compliance report)	 $35 $70 $17
Zoning Certificate of Occupancy A. Final Certificate of Occupancy B. Temporary Certificate of Occupancy C. "After the fact" Zoning Certificate of Occupancy	 Included in application fees above, the fee is $30 + 10% of the total application fees and may be refunded if the permit is not enacted. $150 each See attached schedule

Appeals of DRB Decision to the Vermont Superior Court Environmental Division	Visit: https://www.vermontjudiciary.org/fees

Fee Schedule Notes

A. All fees are non-refundable and are due at the time of application unless otherwise noted.
B. The zoning application and development review fees and, when applicable, major impact review fee, shall together be capped at $165,000 (2026 dollars). For Planned Unit Development projects, this fee cap shall apply to the estimated construction cost per-building. Consistent with Section 3.2.4 (a) of the *Burlington Comprehensive Development Ordinance*, this fee cap is adjusted annually based on the Consumer Price Index.
C. All revenue generated by this Fee Schedule, with the exception of Impact Fees, is deposited into the City's General Fund. Therefore, this Fee Schedule shall not apply when any fees would also be paid out of the City's General Fund, with the exception of the payment of Impact Fees, in order to eliminate the duplicative and unnecessary accounting for payments and deposits within the same City fund.
D. Permit fees include a $15 filing fee assessed by the Burlington Clerk/Treasurer's office as required by state statute unless otherwise noted.
E. Checks should be made payable to the "City of Burlington." Credit cards are accepted (Visa, MasterCard, and American Express) for a $3 processing fee plus 2.65% for transactions over $123.00.
F. Permit applications resulting from a zoning Notice of Violation are subject to double, triple or triple plus up to $500 the application fee as specified under Section 2.7.9 of the *Burlington Comprehensive Development Ordinance.*
G. "ECC" is the Estimated Construction Cost as specified under Section 3.2.4 (a) of the *Comprehensive Development Ordinance*. Fees are calculated for every $1,000 of ECC.
H. The Administrative Officer shall make the determination if an application shall be administered as an amendment to an existing permit or a new project entirely based on the relationship between what is being proposed and the original permit. Applications for an amendment to modify an active permit will be assessed based on the net difference in ECC from the original permit or actual area affected by the proposed amendment.
I. The ECC threshold between COA Level I and COA Level II applications is annually adjusted based on the Consumer Price Index pursuant to Section 3.2.4 (a) of the *Burlington Comprehensive Development Ordinance*. For Fiscal Year 2027, this amount is $29,000.

FY27 WATER RESOURCES RATE SCHEDULES

FY 27 Private Fire Protection Fee Schedule	
Fire Service Size/Type	**Monthly Charge**
1.5"	$46.97
2"	$46.97
3"	$46.97
4"	$46.97
6"	$136.35
8"	$290.58
10"	$522.58
Private Fire Hydrant	$136.35

FY 27 Water and Wastewater Fixed Charge by Meter Size Schedule		
	Water	**Wastewater**
Meter Size	**Monthly Charge**	
5/8"	$4.45	$7.84
3/4"	$6.68	$11.74
1"	$11.09	$19.56
1.5"	$22.15	$39.11
2"	$35.43	$62.54
3"	$66.41	$117.25
4"	$110.66	$195.40
6"	$221.29	$390.76
8"	$354.02	$625.16
10"	$508.91	$1,198.94

FY 27 Water and Wastewater Volumetric Rate Schedule		
	Water	**Wastewater**
Meter Type and Usage Tiers	**Rate per 100 Cubic Feet (CF) per month**	
Single Unit Residential		
Tier 1 (0 - 400 CF)	$3.32	$10.02
Tier 2 (401 CF and higher)	$8.27	$10.02
Duplex		
Tier 1 (0 - 600 CF)	$3.32	$10.02
Tier 2 (601 CF and higher)	$8.27	$10.02
Triplex		
Tier 1 (0 - 900 CF)	$3.32	$10.02
Tier 2 (901 CF and higher)	$8.27	$10.02
Multi-Family Residential	$5.67	$10.02
Mixed Residential & Commercial	$5.67	$10.02
Commercial	$5.67	$10.02
City	$5.67	$10.02
Irrigation	$9.91	-
Process Water for Heating or Cooling	$6.41	-

FY 27 Stormwater Rate Schedule		
Stormwater Monthly Fee	**$4.13**	**per ISU per month**
1 ISU = 1,000 square feet of impervious		
The Council sets the ISU fee which is then multiplied by the flat rate multipliers in the ordinance to establish the Flat Fees for Single Family, Duplex and Triplex customers.		
Single Family	$11.03	per month
Duplex	$10.94	per month
Triplex	$12.64	per month

City of Burlington
Job Description

Position Title: Director of Budget and Strategic Planning **Department:** Department of Finance and Administration

Reports to: Chief Administrative Officer

Pay Grade: Market Factor **Job Code:** 110

Exempt/Non-Exempt: Exempt **Union:** Non-Union

General Purpose: The Director of Budget and Strategic Planning is responsible for overseeing citywide budgeting, capital programs, and external funds procurement and management, and strategic plans to deliver essential services that balance community needs with fiscal realities.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Directly supervises Capital Program Director, Grants Director, and Financial and Budget Manager, providing guidance over these programs: capital, grants, philanthropy, and budgeting for the City.
- Lead, oversee and support the City in the development, preparation, revision, and presentation for approval of the City's Operating (General, Enterprise, and Special Revenue Fund) and Capital Improvement budgets in close coordination with Mayor, Chief Administrative Officer, Department Heads, Capital Program Director, and Financial and Budget Manager.
- Plan and implement a multi-year budgeting process, utilizing multi-year revenue and expenditure forecast systems and models for both Operating and Capital budgets.
- Develop standards and procedures to guide the administration, City Council, and departments in Citywide organizational budgeting and strategic planning.
- Translate City goals and strategic planning initiatives into actionable annual operating and capital budgets.
- Provide financial analysis to City leadership, monitoring the financial condition of City's funds and reporting status periodically to Mayor and Board of Finance for budgetary control and to identify trends, variances and opportunities for improvement.
- Develop and deliver training for creating budgets and financial management and reporting mechanisms for City staff.
- Work closely with the Mayor, City Council, CAO, and others, help develop and maintain a strategic plan that outlines the community's vision in alignment with its financial resources.

- Oversees grant function by providing guidance on how the City plans and coordinates applications, including applying for federal and state grants, negotiating terms and conditions, and ensuring financial and programmatic compliance and timely reporting.
- Oversees capital program including planning, executing, and monitoring capital projects to ensure they are on time, within budget, and meet quality standards.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Business, Public Administration or related field.
- At least five (5) years of experience as a budget analyst, financial analyst, business accountant, or similar, with experience in government preferred.
- At least three (3) years of supervisory experience.
- Demonstrated knowledge of and experience with Uniform Guidance/2 CFR 200.
- Comfort navigating & compiling data from multiple software/sources, especially high-level of Excel knowledge (at a minimum, comfort with pivot tables and basic formulas).
- Advanced financial expertise in budget planning and financial forecasting.
- Demonstrated leadership, supervisory and planning skills.
- Excellent verbal and written communication skills.
- Strong analytical and problem-solving abilities.
- Strong ability to establish and maintain effective working relationships with City Officials and Departments, state and other public officials.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Ability to maintain confidentiality and make decisions in accordance with established policies and procedures.

Physical & Mental/Reasoning Requirements; Work Environment:
These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

_x_ seeing
__ color perception (red, green, amber)
_x_ hearing/listening
_x_ clear speech
_x_ touching
  _x_ dexterity
  _x_ hand
  _x_ finger

__ ability to move distances within and between warehouses/offices
__ climbing
__ ability to mount and dismount forklift/truck

__ lifting (specify) __ pounds
__ carrying (specify) __ pounds
__ driving (local/over the road)

		__ electrical equipment
__ reading – basic	_ pushing/pulling	_x_analysis/ comprehension
_x_ reading – complex		
__ writing – basic	__ math skills – basic	_x_ judgment/decision making
_x_ writing – complex	_x_ math skills – complex	
__ shift work	_x_ clerical	__ pressurized equipment
_x_ works alone		__ moving objects
_x_ works with others	__ outside	__ high places
_x_ verbal contact w/ others	__ extreme heat	__ fumes/odors
	__ extreme cold	__ hazardous materials
_x_ face-to-face contact	__ noise	__ dirt/dust
_x_ inside	__ mechanical equipment	

Supervision:

Directly Supervises: __3__ Indirectly Supervises: ___1_

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created May 2026.

Proposed FY27 Bond Reallocations (5/15/2026)

Project	Funds to Reallocate	Bond Series	Project Receiving Funds
804 - Asset Management	$50,000.00	2022A & 2023A	803 - I&T FLIR Camera Server
804 - Asset Management	$30,000.00	2022A & 2023A	803 - I&T Computer Purchases
804 - Capital Consultants	$3,745.00	2017A	804 - Capital Program Management
804 - Capital Consultants	$79,000.00	2017A	804 - Tech Services Project Admin
809 - Other Capital Contingency	$200,000.00	2024A	803 - Software Projects New World Replacement
810 - Permits	$14,000.00	2022A, 2023A, & 2024A	810 - Facilities Contingency
810 - 339 Pine St Construction	$25,000.00	2022A	810 - Facilities Contingency
810 - Parks Facility Relocate - Leddy	$18,000.00	2017	810 - Facilities Contingency
811 - City Hall Professional & Consultant	$50,000.00	2017 & 2021	811 - City Hall Construction Contractual
830 - North Beach Park Improvements	$380,000.00	2024A	830 - Calahan Courts & Stormwater
830 - North Beach Park Improvements	$23,864.00	2024A	830 - Perkins Pier
830 - Schifilliti Park Pathway	$2,863.00	2019 10.5M	830 - Perkins Pier
830 - North Beach Building Demo	$1,000.00	2018A	830 - Perkins Pier
830 - North Beach Building Demo	$11,000.00	2018A	830 - Boathouse Improvements
831 - Bike Path Phase 3A Perkins to Barge Construction	$84,928.00	2018	830 - Perkins Pier
831 - Bike Path Phase 3B N Proctor to Blanchard Construction	$24,807.00	2019	830 - Perkins Pier
831 - Bike Path Phase 3B Oakledge Construction	$12,538.00	2019	830 - Perkins Pier
841 - Transportation Capital Planning	$50,000.00	2025A	841 - Transportation N Champlain PBL
842 - Bridge Repair & Maintenance	$164,517.00	2022A	843 - Winooski Bridge
842 - ROW DPW UP UVM Agreement	$2,000.00	2022A	843 - Colch/Barrett/River Intersection Soils
843 - VTrans Grant Ethan Allen Pkwy	$34,044.00	2023A	843 - Intervale Rd SUP
843 - VTrans Grant Ethan Allen Pkwy	$2,000.00	2023A	843 - Colch/Barrett/River Intersection Soils
843 - Queen City Park Sidepath	$98,000.00	2022A	843 - Colch/Barrett/River Intersection Soils
843 - Shelburne Roundabout Trans Construction	$111,000.00	2018	843 - Intervale Rd SUP
852 - Railyard Enterprise Force Account Eng	$14,000.00	2022A	843 - Colch/Barrett/River Intersection Soils
852 - Railyard Enterprise Force Prof & Consult Svs	$34,000.00	2022A	843 - Colch/Barrett/River Intersection Soils
Total:	**$1,520,306.00**		

FY27 Use of Project Fund Balances (3/30/2026)

Project	Fund Balance for Use	FY27 Capital Budget	Bond Series
802 Vehicle Euipment Purchase - Streets Dump Truck	$407,000.00	$100,000.00	2025A
802 Vehicle Euipment Purchase - Streets Sidewalk Tractor		$220,000.00	2025A
804 Capital Program Management	$185,107.00	$185,000.00	2023A & 2024A
804 Parks Project Management	$92,480.00	$92,000.00	2022A
809 Accesibility Projects	$150,000.00	$150,000.00	2023A
810 645 Pine	$39,106.00	$39,000.00	2025A
810 Community Health & Safety Building	$20,854.00	$20,000.00	2023A
810 Firehouse Gallery Construction	$99,350.00	$25,000.00	2024A & 2025A
810 Leddy	$159,540.00	$50,000.00	2023A & 2024A
812 Library	$8,483.20	$8,000.00	2022A
841 Transporation N Champlain PBL	$100,000.00	$100,000.00	2022 Annual CIP
841 Transportation Capital Planning	$73,000.00	$73,000.00	2025A
842 Street Annual Paving	$135,000.00	$135,000.00	2025A
842 Sidewalk Annual Replacement	$15,000.00	$15,000.00	2025A
851 BTC Improvements CDS Cherry St	$593,049.00	$300,000.00	2022A & 2024A
Total:	**$2,077,969.20**	**$1,512,000.00**	

Office of Mayor Emma Mulvaney-Stanak

MEMORANDUM

To: City Council
From: Mayor Emma Mulvaney-Stanak
CC: Katherine Schad, CAO
Date: June 15, 2026
Re: Proposed Fiscal Year 2027 Budget

After nearly a year of dedication and hard work, I am proud to present a balanced budget for fiscal year 2027 (FY27) that closes the projected $11M budget gap. In this budget, you will see a commitment to affordability, equity, and strong fiscal stewardship of public funds. This is the third consecutive year since I assumed office that our City has faced—and closed—a multi-million-dollar budget gap. This is part of a long-building imbalance in Burlington's general fund that my administration has worked to correct by making structural changes to our City's government in order to create a more sustainable budget for future years.

In this budget, we focused on maintaining and improving core and essential services and programs, as enumerated in the City's charter, ordinances, and resolutions. These services and programs would not exist without the more than 700 dedicated employees who run our City day-to-day. My team and I were able not only to close the estimated $11M gap; we were also able to ensure that no employees lost their jobs by eliminating or delaying hiring for only unfilled vacant positions.

The FY27 general fund budget that I am proposing is $112.6M, which is very modest growth from the final general fund budget of $111.2M last fiscal year.

Budget Pressures and Process

We started the FY27 budget process in September 2025, significantly earlier than is typical, knowing that we would likely have a long and difficult road ahead of us. There were several factors that contributed to the projected $11M budget gap this year, including slow growth in the City's grand list, the loss of the business personal property tax, increased reliance on temporary funding sources to support ongoing costs, significant growth in the City workforce and services prior to my administration, and our contractual obligations to our City employees, including healthcare – the cost of which has been rapidly rising in recent years. Like with last year's budget, we continue to face financial uncertainty and instability from decisions made by the Trump administration. Rising inflation, particularly from tariffs and from the war with Iran, continue to put tremendous pressure on our City's budget. Federal policies, including draconian immigration enforcement around the country, have dissuaded thousands of tourists from Canada and elsewhere from visiting our city and had negative economic impacts on all Vermont communities.

As we continue to improve the City's budgeting process, we used a solidarity budgeting framework to engage all City departments, City employees, City unions, and City Councilors on this budget, bringing various voices and perspectives into our budgeting process from the outset. I am thankful for the collaboration from all parties as we worked to reduce operating expenses in FY27, especially after the already difficult budget decisions that we made in FY26. While the City's charter does not require Council involvement until June, we included Councilors in regular meetings starting in January in order to keep them informed and to receive their feedback throughout the entire process. We also made sure to keep our employee unions abreast during our budgeting process, getting their input on new ideas such as the voluntary furlough program. This shared, all-in approach resulted in a balanced Mayor's budget that sustains core City services while strategically reducing operating expenses to get us closer to a more sustainable budget in the future.

On May 18th, CAO Schad and I presented my proposed FY27 budget to the Board of Finance. In this balanced budget, we were able to fill the projected budget gap using a three-part approach that raised revenue, thoughtfully rightsized government, and realized strategic opportunities. I am proud that we were able to accomplish this without layoffs to filled City positions.

In the weeks between May 18th and now, my office has listened to the feedback from both the Progressive and Democratic City Council Caucuses. We have made several adjustments based off of the feedback received during our negotiation sessions that are incorporated into this final budget that I am presenting today.

Last but not least, I want to highlight the often-thankless work of CAO Schad and her team. It has been a long and arduous process finding solutions to balance this budget while maintaining our core services and programs – and without layoffs. I am grateful for the unwavering support and the hundreds of hours of work that went into our FY27 budget. I also appreciate all of the City's department heads who worked earlier in the year and went deeper into the budgets to find reductions while minimizing negative impacts on staff and core services.

Solutions for Closing the Gap

This budget raises revenue in a fair and balanced way. Residents played their part by approving a 5-cent increase on the Police and Fire Tax rate with 70% support by voters on Town Meeting Day in March. This raised approximately $3M towards balancing the budget. This investment allows the City to continue investing in a comprehensive and responsive community safety system. The estimated municipal tax increase for a median house valued at $353,000 will be $191 for the year. This modest increase keeps my promise of delivering a budget that is squarely committed to affordability for local residents.

The budget also proposes increasing collections efforts on unpaid taxes to the City and maintaining the 2.5% gross receipts tax rate for restaurants and amusements while eliminating this tax on admissions. This consumption tax, which is also paid by visitors, continues to be an important revenue source to help fairly maintain a revenue stream to support the City's investments in a safe downtown without overburdening local residents with higher taxes.

The right-sizing spending reductions are estimated to save $2.2M and include the elimination of 13 vacant positions, the delayed hiring of an additional 14 vacant positions, and a voluntary furlough program. The budget also includes service reductions, including modest changes to the Clerk/Treasurer's Office open hours, reducing the size and scope of certain City-run events, slightly reducing the number of on-site seasonal staff in certain parks, and moving recycling collection services to a private hauler.

Solution	Amount	Notes
Increase police + fire tax by $0.05	$3M	Overwhelmingly approved by voters on TMD
Enhance collections of money already owed to the City	$1M	Examples include overdue property taxes, parking tickets, gross receipts and building permits
Utilize various sources of one-time revenues	$1.1M	$250k ARPA + additional $260K capital + $600K by utilizing 50% of $1.2M added to Unassigned Fund Balance in FY25 audit
Sale of City property	$0.5M	Two properties not being fully utilized for City that could be sold in FY27. Creates one-time money and adds to annual property tax revenue.
Expenditure control	$2.5M	Based on analysis of budget performance over 10 years from FY16 through FY25
Create voluntary furlough program	$0.2M	Highly dependent on usage—conservative estimate
Reduce government expenses	$3.0M	Each department reduced expenses as they could—those who provide essential or core services cut less—and those that did not or were less affected last year cut more
Solutions total	**$11.3M**	

Strategic Investments

This year, we focused on making strategic investments that will help make our city safer, our downtown more vibrant, and our future budgets more sustainable.

Community safety

This budget creates two new firefighter positions to help support the crucial work that the Burlington Fire Department does for our community. We are also making investments in our police station, improving its heating, ventilation, and air conditioning system as well as

adding new locker rooms. While we are planning for a new community safety building in the future. These changes are critical for our officers in the meantime.

We have budgeted for nine new vehicles for our City's fleet in a long-overdue move to replace vehicles that are past their service life. This includes:

- 5 police cruisers
- 1 ambulance + shift command vehicle for the fire department
- 3 street maintenance vehicles (snowplow, dump truck, and sidewalk tractor)

Revitalizing Burlington

This budget makes much needed investments in the vibrancy and revitalization of our community. These investments include:

- Return of all summer concert nights at Waterfront Park.
- Collaboration between BPRW, BCA, and CSM on events to celebrate the World Cup.
- Expansion of the Illuminate Burlington pilot over the winter months.
- Replacement of the playground equipment in Smalley Park.
- Investment in housing initiatives to spur housing growth, facilitate public-private. partnerships, and increase housing funding. This includes a 2% increase in the short-term-rental tax that is going towards the Housing Trust Fund.
- Investment in PlanBTV 2050 to re-envision Burlington's future.

Sustainable budgeting

One area for improvement I have seen in our City is the need for more resources dedicated to the budgeting process. This year, we are investing in creating a new Budget Director position to support the CAO's work, help us identify new, innovative ways to make our budget more efficient, and identify new revenue sources. This investment will advance the City's ability to continue bringing stronger, more sustainable budgets in future years.

Tax Rates

Below you will see how municipal taxes have grown over time. My administration is balancing affordability for taxpayers with necessary investments in community safety.

We show the increase on a property valued at $353,000, which is the current median assessed value for home or condo in Burlington. This means half of the people pay more than this in property tax and half pay less than this.

Fiscal Year	Muni Tax Rate	Total Muni Tax on $353K Property	$ Annual increase	% increase
FY23	$0.7085	$2,501	$134	5.7%
FY24	$0.7523	$2655	$154	6.2%
FY25	$0.8362	$2,939	$284	10.7%
FY26	$0.8556	$3,020	$81	2.8%
FY27	$0.9097	$3,211	$191	6.3%

Resolution Relating to

ANNUAL TAX ASSESSMENTS ON THE PROPERTY GRAND LIST OF THE CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2026 AND ENDING JUNE 30, 2027

RESOLUTION_____
Sponsor(s): Mayor Mulvaney-Stanak; Bd. of Finance
Introduced: _____
Referred to: _____
_____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Six ……

Resolved by the City Council of the City of Burlington, as follows:

That WHEREAS, the taxes on the Property Grand List of the City made up in 2026 (the "Grand List") hereby are levied and assessed for the fiscal year beginning July 1, 2026, and ending June 30, 2027 ("the Fiscal Year ending June 30, 2027" or "FY 27"), as follows:

FIRST: that a tax of nineteen and thirty-three one-hundredths of a cent ($.1932) on the dollar of said Grand List is levied and assessed for City purposes to meet the accrued and accruing liabilities of the City for the Fiscal Year ending June 30, 2027; and

SECOND: that a tax of one twentieth of a cent ($.0020) on the dollar of said Grand List is levied and assessed to pay for maintenance and improvement of the bike path for the Fiscal Year ending June 30, 2027; and

THIRD: that a tax of nine and four-five one-hundredths of a cent ($.0945) on the dollar of said Grand List is levied and assessed to meet the facility and other needs of the City Police & Fire Departments and a tax of six and forty one-hundreds of a cent ($.0640) on the dollar of said Grand List is levied and assessed to Meet the facility and other needs of the City Police Department for the Fiscal Year ending June 30, 2027; and

FOURTH: that a tax of five and eight-one one-hundredths of a cent ($.0581) on the dollar of said Grand List is levied and assessed for the care and improvement of park property and expenses of the parks and recreation department for the Fiscal Year ending June 30, 2027; and

FIFTH: that a tax of one cent ($.0100) on the dollar of said Grand List is levied and for the funding of the "Penny for Parks" program administered by the Parks and Recreation Department for the Fiscal Year ending June 30, 2027; and

SIXTH: that a tax of four and forty-three one-hundredths of a cent ($.0443) on the dollar of said Grand List is levied and assessed to pay for keeping the highways of the City in repair during the Fiscal Year ending June 30, 2027; and

SEVENTH: that a tax of four and forty-one-half cents ($.0441), twenty-nine one-hundredths of a cent ($.0029) of which is dedicated to tree and green belt improvements, on the dollar of said Grand List is levied

and assessed to pay for keeping the streets of the City in repair during the Fiscal Year ending June 30, 2027; and

EIGHTH: that a tax of fifty one-hundredths of a cent ($.0050) on the dollar of said Grand List is levied and assessed for the purchase of books and other media and other book acquisition related expenses for the Fletcher Free Library for the Fiscal Year ending June 30, 2027; and

NINTH: that a tax of one cent ($.0100) on the dollar of said Grand List is levied and assessed to provide funding for the Housing Trust Fund for the Fiscal Year ending June 30, 2027; and

TENTH: that a tax of thirty-nine one-hundredths of a cent ($.0039) on the dollar of said Grand List is levied and assessed to provide funding for open space land conservation for the Fiscal Year ending June 30, 2027; and

ELEVENTH: that a tax of three and eighty-one one-hundredths of a cent ($.0381) on the dollar of said Grand List is levied and assessed to pay for transportation (Green Mountain Transit) for the Fiscal Year ending June 30, 2027; and

TWELFTH: that a tax of forty-two one-hundredths of a cent ($.0042) on the dollar of said Grand List is levied and assessed to pay the County tax against the City for the Fiscal Year ending June 30, 2027; and

THIRTEENTH: that a tax of eighteen and forty-nine one-hundredths of a cent ($.1849) on the dollar of said Grand List is levied and assessed to provide the funds required for the appropriations to be paid to the Burlington Employees' Retirement system for the Fiscal Year ending June 30, 2027 under the provision of the Ordinance relating thereto; and

FOURTEENTH: that a tax of fifteen and thirty-four one-hundredths of a cent ($.1534) on the dollar of said Grand List is levied and assessed for payments of bonds due for general City purposes for the Fiscal Year ending June 30, 2027; and

FIFTEENTH: that a tax of three and fifty-one-hundredth cents ($.0350) on the dollar of non-residential properties located in the downtown improvement district of said Grand List is levied and assessed for the purposes of a downtown parking program for the Fiscal Year ending June 30, 2027; and

SIXTEENTH: that the total Municipal Tax Rate for the year ending June 30, 2027, which includes all elements set forth above (except paragraph Fifteenth) is ninety and ninety-seven one-hundredths of a cent ($.9097) on the dollar of said Grand List for the Fiscal Year ending June 30, 2027;

NOW, THEREFORE, BE IT RESOLVED that the Department of Finance and Administration is directed to include in the preparation of tax bills for the year ending June 30, 2027, the Local Agreement Tax

Rate required by 32 V.S.A. §5404a (d), which shall be of four one-thousandths cents on the dollar ($.0.0004), and this tax rate shall be shown as a separate and distinct tax rate; and

BE IT FURTHER RESOLVED that the Department of Finance and Administration is directed to include in the preparation of tax bills the annual tax assessment for the Burlington School Department as directed by the Board of School Commissioners in accordance with the City Charter and State law; and

BE IT FURTHER RESOLVED that the Chief Administrative Officer is directed to make out tax rate bills of all the foregoing taxes as soon as can be completed for the collection properly certified according to law.

KS/Resolutions 2026/Annual Tax Assessments on the Property Grand List of the City for the Fiscal Year Beginning July 1, 2026 and Ending June 30, 2027
6/15/26

	FY27	
Grand List / $100		**$58,151,844**
	Budget Tax Rate	**Projected Taxes**
REVENUE NEUTRAL RATES:		
General City	0.1932	**$ 11,234,936**
Bike Path Maintenance Fund	0.0020	$ 113,396
Police	0.0945	5,495,349
Fire	0.0640	3,721,718
RATES CAPPED BY VOTERS:		
Parks	0.0581	3,378,622
Penny for Parks	0.0100	581,518
Highway	0.0443	2,576,127
Street Capital & Greenbelt	0.0441	2,564,496
Library Tax	0.0050	290,759
Housing Trust	0.0100	581,518
Open Space - Conservation Legacy	0.0039	226,792
BUDGET DRIVEN RATES:		
GMT	0.0381	2,217,722
County Tax	0.0042	241,409
Retirement	0.1849	10,754,800
Debt Service	0.1534	8,919,770
	=====	==========
Subtotal	**0.9097**	**$ 52,898,934**

Grand List / $100	FY26		FY27	
		$59,369,709		$58,151,844
	Budget Tax Rate	Projected Taxes	Budget Tax Rate	Projected Taxes
REVENUE NEUTRAL RATES:				
General City	0.1932	**$ 11,470,228**	0.1932	**$ 11,234,936**
Bike Path Maintenance Fund	0.0020	$ 115,771	0.0020	$ 113,396
Police and Fire	0.0695	4,126,195	0.0945	5,495,349
Police	0.0390	2,315,419	0.0640	3,721,718
RATES CAPPED BY VOTERS:				
Parks	0.0581	3,449,380	0.0581	3,378,622
Penny for Parks	0.0100	593,697	0.0100	581,518
Highway	0.0443	2,630,078	0.0443	2,576,127
Street Capital & Greenbelt	0.0441	2,618,204	0.0441	2,564,496
Library Tax	0.0050	296,849	0.0050	290,759
Housing Trust	0.0100	593,697	0.0100	581,518
Open Space - Conservation Legacy	0.0039	231,542	0.0039	226,792
BUDGET DRIVEN RATES:				
GMT	0.0384	2,280,109	0.0381	2,217,722
County Tax	0.0043	253,862	0.0042	241,409
Retirement	0.1974	11,718,554	0.1849	10,754,800
Debt Service	0.1365	8,103,167	0.1534	8,919,770
	=====	==========	=====	==========
Subtotal	**0.8556**	**$ 50,796,751**	**0.9097**	**$ 52,898,934**