



Board of Finance

Monday, June 29, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Join from PC, Mac, iPad, or Android:

<https://zoom.us/j/96794682528>

Phone one-tap:

+13052241968, 96794682528# US

Join via audio:

+1 305 224 1968 US

Webinar ID: 967 9468 2528

International numbers available: <https://zoom.us/u/acBHs8leSu>

****CCTV link: https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7INoKug676jIf_iUA ****

1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	June 29, 2026 - Board of Finance Meeting - Monday, June 29, 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

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	June 29, 2026 - Board of Finance Meeting - Monday, June 29, 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

3. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	June 29, 2026 - Board of Finance Meeting - Monday, June 29, 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
Subject	3.2. Burlington Fire Department — Background Check Fee for Ride Along Program
Meeting	June 29, 2026 - Board of Finance Meeting - Monday, June 29, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Fire Department
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the Burlington Fire Department to implement and collect a \$25 administrative fee to cover the cost of conducting background checks for ride-along participants, subject to final review and approval by the Chief Administrative Officer
Subject	3.3. June 15, 2026 Board of Finance Meeting Minutes — C/T
Meeting	June 29, 2026 - Board of Finance Meeting - Monday, June 29, 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

Subject	3.4. June 15, 2026 Burlington Community Development Corporation Meeting Minutes – C/T
Meeting	June 29, 2026 - Board of Finance Meeting - Monday, June 29, 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

4. Deliberative Agenda

Subject	4.1. Resolution: Ratification Of Tentative Agreement And Authorization To Execute Collective Bargaining Agreement Between The City Of Burlington And IBEW (July 1, 2026 - June 30, 2029) - HR
Meeting	June 29, 2026 - Board of Finance Meeting - Monday, June 29, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Human Resources
Type	Action Resolution
Recommended Action	to approve and recommend that the City Council waive the reading and adopt the attached resolution
Subject	4.2. Reclassification of Administrative and Accounting Assistant Position from Grade 14 to 16 – Fire
Meeting	June 29, 2026 - Board of Finance Meeting - Monday, June 29, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Fire Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the reclassification of the Administrative and Accounting Assistant position, a Regular, Full-Time, Non-Exempt, AFSCME Grade 14 position, to a Regular, Full-Time, Non-Exempt, AFSCME Grade 16 position within the Burlington Fire Department
Subject	4.3. Construction Contract Award for North Avenue Stormwater Improvements – DPW - Water Resources
Meeting	June 29, 2026 - Board of Finance Meeting - Monday, June 29, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda

Department	Public Works Department - Water Resources
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of Public works to execute a \$492,700 contract with S.D. Ireland Brothers Corporation, subject to review and approval as to form of the City Attorney's office, with authorization for contingency funding of an additional \$50,000.00 for the construction of the North Avenue Stormwater Improvements Project
Subject	4.4. Resolution: Authorization To Enter Into A Capital Lease Purchase Agreement With M&T Bank For Airport Improvements — Airport
Meeting	June 29, 2026 - Board of Finance Meeting - Monday, June 29, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Patrick Leahy Burlington International Airport
Type	Action Resolution
Recommended Action	1. To approve and recommend that the City Council authorize the Director of Aviation to execute a contract agreement with Engelberth Construction, Inc. for up to \$24,284,655.63 with a 3.3% contingency for an amount up to \$25,087,498 for the construction of the Snow Removal Equipment Building (SRE), and any other related documents necessary or convenient to effect the transaction, subject to review and approval as to form by the City Attorney's Office. 2. To approve and recommend that the City Council authorize the Director of Aviation to execute a contract agreement with Passero Associates, Inc. for up to \$1,367,300.00 with a 3.3% contingency for an amount up to \$1,412,502 for the for the construction oversight services of the Snow Removal Equipment Building (SRE) construction, and any other related documents necessary or convenient to effect the transaction, subject to review and approval as to form by the City Attorney's Office. 3. To approve and recommend that the City Council authorize the Director of Aviation to execute a lease/finance agreement with M&T Bank in the amount of \$25,651,955.63 with a 3.3% contingency for an amount up to \$26,500,000 for the oversight and construction of the Snow Removal Equipment Building (SRE), any other related documents necessary or convenient to effect the transaction, subject to review and approval as to form by legal counsel. 4. To approve and recommend that the City Council authorize the Director of Aviation to take such further actions, and to approve such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby. 5. To approve and recommend that the City Council waive the reading and adopt the attached resolution
Subject	4.5. Authorization to Accept HUD Continuum of Care New Horizons Permanent Supportive Housing grant (VT0030L1T012415) Fiscal Year 2025, \$849,978 - CEDO
Meeting	June 29, 2026 - Board of Finance Meeting - Monday, June 29, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)

Type	Action
Recommended Action	to approve, authorize, and recommend to the City Council that the Council approve and authorize the Director of CEDO to enter into the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) New Horizons Permanent Supportive Housing grant agreement (VT0030L1T012415) for Fiscal Year 2025, for grant dispersal in the amount of \$849,978

5. Presentation

Subject	5.1. Nathan Lavery, BSD, re: Status Report On The Budget For BHS And A General Update On The New High School
Meeting	June 29, 2026 - Board of Finance Meeting - Monday, June 29, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Presentation
Department	Burlington School District
Type	Information Presentation

6. Adjournment

Subject	6.1. Motion to adjourn
Meeting	June 29, 2026 - Board of Finance Meeting - Monday, June 29, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	6. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn



Burlington Fire Department

136 South Winooski Avenue
Burlington, Vermont 05401-8378

(802) 864-4554 • (802) 658-2700 (TTY)

Business Fax (802) 864-5945 • Central Station Fax (802) 865-5387



To: Board of Finance and City Council,

From: Stephen J. Petit, Deputy Chief of Administration

CC: Chief Michael Curtin; CAO Katherine Schadt

Date: June 15, 2026

Re: Burlington Fire Department – Background Check Fee for Ride Along Program

Overview

The Burlington Fire Department offers ride-along opportunities for members of the public to observe fire department operations for educational and recruitment purposes.

The Department has developed an updated Standard Operating Guideline (SOG 00.05) that formalizes program expectations related to safety, confidentiality, supervision, and participant conduct. As part of this update, the policy requires background checks for ride-along participants.

Given the nature of fire and EMS operations—including access to emergency scenes, patient interactions, and secured municipal facilities—participant screening is necessary to ensure safety, protect sensitive environments, and reduce liability risk.

Proposal

The Department is seeking authorization to implement a \$25 administrative fee to cover the cost of required background checks for ride-along participants.

The federal background check fee is currently \$15 per applicant. The remaining portion of the fee offsets administrative costs associated with application processing, coordination, and recordkeeping.

The Department retains discretion to waive the background check and/or fee in appropriate circumstances, such as for licensed medical providers, law enforcement personnel, or individuals with equivalent prior screening.

Authorization of this fee is necessary to implement the updated policy as written.

Fiscal Impact

This proposal requires no additional City funding and is intended solely to recover costs associated with administering the background check requirement.

Motion

Board of Finance

To approve and recommend that the City Council authorize the Burlington Fire Department to implement and collect a \$25 administrative fee to cover the cost of conducting background checks for ride-along participants, subject to final review and approval by the Chief Administrative Officer.

City Council

To approve and authorize the Burlington Fire Department to implement and collect a \$25 administrative fee to cover the cost of conducting background checks for ride-along participants, subject to final review and approval by the Chief Administrative Officer.

Attachments

- 1. SOG 00.05 – Ride Along Program**
- 2. A50 – Observer Release & Waiver of Liability**

BURLINGTON FIRE DEPARTMENT

SOG 00.05 RIDE ALONG PROGRAM

FIRE CHIEF MICHAEL CURTIN

EFFECTIVE DATE: 06/22/2026

I. Purpose:

This SOG, in conjunction with the *A-50: Observer Release & Waiver of Liability*, outlines the process that allows eligible observers to ride-along and observe Burlington Fire Department operations for legitimate civic or educational purposes, while establishing required safety, confidentiality, conduct, scheduling, and attire standards.

Scope:

This SOG is intended to provide general guidance relative to members of the public requesting to ride with our members. This policy does not specifically address situations where non-BFD members have requested to complete clinical opportunities during a ride-along. Additionally, this policy does not address internal precepting or observation opportunities. These circumstances are addressed elsewhere.

II. Definitions:

Observer: Any non BFD personnel approved to ride on Burlington Fire Department apparatus for the sole purpose of observing department operations.

Release and Waiver of Liability: The A50 form, a formal, legally-approved document an observer signs acknowledging the inherent risks of participating in or observing fire/EMS operations, and agreeing not to hold the City of Burlington or the Burlington Fire Department liable for injury, death, or property damage that may occur during the ride-along.

Ride-Along Application: This form shall be filled out before a person is allowed to participate in the program. This form, when completed, will be kept in the Deputy Chief of Administration's office. This form allows for a background check to be conducted should it be determined to be needed.

Ride-Along Program: A structured community engagement initiative that allows eligible, pre-approved individuals to ride on fire department apparatus and observe station or emergency response activities for educational or civic awareness purposes, without participating in emergency operations.

III. Guidelines:

A. Approval and Scheduling

1. The interested party must fill out the Ride-along Application and submit it to the Deputy Chief of Administration or his or her designee for approval prior to participation in the program.
2. The Battalion Chief of EMS may coordinate and schedule observation opportunities for medical or EMS students and work directly with the Shift Commanders.
3. Requests must be submitted a minimum of 5 business days in advance. Incomplete applications shall be denied. Applicants requiring a background check can expect a 2-3 week turnaround on the background check prior to being scheduled and pending the background check results.
4. After approval, Deputy Chief of Administration or their designee, shall contact the observer and forward approval to the Shift Commander's Office.
5. The observer shall schedule the ride-along participation through the Shift Commander's Office, unless otherwise directed by the Shift Commander or Deputy Chief of Administration.
6. The Shift Commander's Office will assign the apparatus and station location, coordinate with company officers, and upload the observer in Aladtec Scheduling Software. The Shift Commander is responsible for ensuring the completed documentation is saved to the Captains Drive in the Observer folder.

B. Participation Guidelines

1. There shall be no more than 2 observers department wide at any given time.
2. There shall be no more than 1 observer per station and no more than 1 observer per apparatus, without approval from the Deputy Chief of Administration.
3. Observers not affiliated with an emergency service agency shall ride a maximum of one 12-hour day shift between the hours of 0800-2000. Exceptions will be considered, with approval provided by the Deputy Chief of Administration.
4. Minors (those under the age of 18) shall conclude participation no later than 1600 unless adjusted by the shift commander due to station activities.

C. Safety and Operational Considerations and Restrictions

1. Officers/RTS shall ensure the observer stays either in the apparatus cab, or a designated safe staging area during emergency response and on-scene operations unless directed other by RTS.
2. Officer/RTS shall ensure observer has access to and wears observer vest when at an emergency scene.
3. Officers/RTS shall ensure observers never operate equipment or apparatus, never enter an IDLH environment, never operate in patient care capacity or treatment. The exception to the patient care capacity and treatment will be those external members who coordinate clinical opportunities through the Battalion Chief of EMS.
4. Officers/RTS shall remove observers from the scene or ensure observer remains at the firehouse for calls involving:

- a. Possible crime scene activity
 - b. Violent or unstable patients or possible presence of weapons/firearms.
 - c. Incident involving a fatality/fatalities
 - d. Any situation deemed unsafe or sensitive by the Officer/RTS
5. Situations may arise that are not listed in this SOG. Officers/RTS should use their discretion. Observers may be returned to the station or dropped at a predetermined safe location if the assigned crew response to an inherently dangerous incident. The observer may be retrieved when operations conclude. Officer/RTS shall coordinate with the Shift Commander in the event the observer needs to be dropped off.

D. Confidentiality Expectations for Observers

1. Observers must acknowledge they may encounter confidential, protected or non-public information, including but not limited to patient and personnel data. Officer/RTS shall ensure observers understand they are strictly prohibited from:
 - a. Recording, photographing, or sharing any identifying information related to patients
 - b. Disclosing internal personnel matter, investigations, or protected medical information
 - c. Speaking on behalf of the department publicly
 - d. Interrupting personnel during active radio traffic or operational decision-making.
2. Encourage observers to ask questions only when radio traffic has paused and operations have concluded.

E. Termination of Ride-Along

1. The Officer/RTS, the Shift Commander, or a Chief Officer at an emergency scene may terminate the ride-along at any time.
2. Reasons for termination include but are not limited to:
 - a. Observer conduct
 - b. Safety Concerns
 - c. Interference with operations
 - d. Operational Staffing needs
 - e. Any violation of officer's direction's

F. Background Check

1. Observers are required to complete a background check prior to an initial observer opportunity.
2. The background check will require a \$25 payment to the Burlington Fire Department.
3. Completion of a background check will require submission of additional forms provided by Human Resources.

4. The background check may be waived at the discretion of the Deputy Chief of Administration, giving consideration to various factors including but not limited to the following:
 - a. Occupation
 - b. Work history
 - c. Personal references

IV. Responsibility:

- A. It is the responsibility of all members to read, understand and follow this Standard Operating Guideline.
- B. Company Officer/RTS
 1. Company officers/RTS with observers under their supervision shall ensure that observers comply with all scheduling, conduct, safety, confidentiality and requirements outline in this SOG.
- C. Battalion One/Shift Commander
 1. Coordinate the observer program such that it complies with section III B 1-4 of this SOG
 2. Battalion One/Shift Commander retains the authority to modify, cancel or delay the ride-along participation to meet department needs.
- D. Deputy Chief of Administration
 1. Deputy Chief of Administration or their designee, shall process, and maintain approved applications, background check authorizations, and signed liability waivers as required by and in coordination with city Human Resources.

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

I, the participant, fully understand that riding in an ambulance/fire apparatus is a dangerous activity which can result in personal injury and property damage, and realize that the risks inherent in riding in an ambulance/fire apparatus and observing emergency procedures, including but not limited to

- Injury from collision
- Administration of medical treatment to ambulance patients
- Firefighting activities
- Proximity to a firefighting scenes
- Proximity to medical ailments and emergencies.

I expressly assume all risks, including all personal injury and property damage, which may occur. I understand the City of Burlington has granted permission for my participation in riding in an ambulance/fire apparatus is subject to terms and conditions, a criminal records check, and subject to the completion of this Release of Liability and Indemnification agreement.

By **initialing below**, I, the participant acknowledge the above-mentioned risks:

In consideration for permitting me to ride in the ambulance/apparatus, I agree to, and understand the following policies and guidelines.

Transportation

- Participant will make arrangements for transportation to and from the fire department.
- Participant may need to be dropped off in a safe location if their host employee responds to an inherently dangerous call for service. Participants will wait at the arranged drop location for someone to pick them up.

Attire

- Participant will wear work attire in good repair (suggested dark blue pants and shirt, polo or t-shirt with fire dept. logo or no logo with black boots or shoes).
- If the participant has bunker gear they should bring it and wear it on fire calls or as directed.

Identification

- Participant will wear the BFD provided identification during the ride-along.
- Participant must present valid government issued identification when they arrive for their ride-along.

Compliance/Non interference

- Participant will comply with department policies and procedures by using the seat belt and other safety equipment in the fire vehicle.
- Participant will not interfere in any way with the host employee's handling of a situation. You may ask questions after a matter has been handled and you have left the area.
- Participant are encouraged to ask questions about the Department's work. However, bear in mind your host employee may not have all the answers.

Recording Prohibition/Confidentiality

- Participant will not videotape, audiotape or photograph interactions with their host employee unless they receive advance permission from the host employee and the supervisor in charge. Video and audiotapes are not permitted in fire vehicles.
- Participant may observe an event during the ride-along which might require their appearance in court as a witness.
- Participant may also witness events or come into contact with people's personal and confidential information.
- Participant agree not to discuss the names or personal information of the people encountered during ride-along.

Waiver Policy

- Participant must sign a waiver of liability form. In the case of a minor, a parent or guardian, must sign the waiver. In essence, the waiver releases the City of Burlington and its employees from liability.

Cancellation

- Participant ride-along may be cancelled or modified by the employee in charge to accommodate department needs.

By **initialing below**, I, the participant acknowledge the above-mentioned policies and guidelines

In consideration for permitting me to ride in the ambulance/apparatus, I Hereby release The Burlington Fire Department, and the City of Burlington, its directors, officers, employees, agents, directors, shareholders, whether arising in law or in equity all rights, claims, demands, actions, and causes of action of any nature whatsoever, whether arising in law or in equity by any reasons of any matter, cause, happening, thing, act, or omission and, in particular, but without limiting in any way the generality of the foregoing, I do hereby release, The Burlington Fire Department, and the City of Burlington its directors, officers, shareholders, employees, agents, successors and assigns from any liability for personal injuries or property damage suffered of sustained by me, whether caused by the inherent risks involved in riding in an ambulance/apparatus or caused either wholly or in part by the intentional or negligent act of its volunteers, employees, agents or representatives.

Furthermore, in consideration of permitting me to ride in the ambulance/fire apparatus, I agree to indemnify, defend and hold harmless The Burlington Fire Department, and the City of Burlington for all liability caused either wholly or in part by me which results in personal injury or property damage, including all losses, costs, and attorney's fees, claims and judgements. In addition, I agree to indemnify, defend or hold harmless The Burlington Fire Department, and the City of Burlington, its directors, officers, shareholders, employees, volunteers, agents, successors, and assigns for all liability for any acts of omissions which result in personal injury or property damage including all losses, costs, attorney's fees claims and judgements whether committed either wholly or in part by the intentional or negligent acts or omissions of agents of The Burlington Fire Department, and the City of Burlington or any other person. I also agree to pay all costs and attorney's fees incurred in enforcing the terms of the release and indemnity agreement.

This release and indemnity agreement shall be binding upon me, my assigns, heirs, and successors.

Name of Participant			
Street Address		City	
State		Zip Code	
Signature			
Date			

Parent or Legal Guardian for participants under 18

Parent or Guardian Name			
Street Address		City	
State		Zip Code	
Signature			
Date			

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Fire Submitter: DC Petit

Title/Subject: Ride Along Program & Background Check Fee

Approval Requested:

☒ Board of Finance

☒ City Council

☐ Both BOF and Council

Meeting Date:

6/29/2026

7/13/2026

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	5/28/2026	Michael Curtin
Mayor's Office	Yes	6/9/2026	Lisa Gerlach
Board/Commission	Yes	6/10/2026	Submitted to list on 6/9/26
City Attorney's Office for memo and contracts or legal documents	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	5/27/2026	Hayley McClenahan
CAO for budget, financing, and memo	Yes	6/9/2026	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.



**BURLINGTON BOARD OF FINANCE
BUSHOR CONFERENCE ROOM, 149 CHURCH STREET, 1ST FLOOR
MINUTES OF MEETING
June 15, 2026**

1. Agenda

1. Agenda

Mayor Mulvaney-Stanak convened the meeting at 4:35 pm.

Members present: Mayor Mulvaney-Stanak, CAO Schad, City Council President Traverse, Councilors Barlow and Carpenter (all in person); Councilor Neubieser (online)

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

1.1. Motion to adopt agenda

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

2. Public Forum

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

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

3.3. Authorization to Execute Wholesale Water Sales Agreement with Colchester Fire District 2 - DPW - Water Resources

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

3.4. Livable Wage Rates for FY 2027 - C/T

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

3.5. Security Services for City Hall FY27 Contract Extension - HR

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

3.6. FY25 City of Burlington Waterfront TIF District Recertified Report to VEPC - CEDO

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

3.7. Request to execute a lease amendment with Hangar Condominium Association Inc. - Airport

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

3.8. Request to execute a lease with Pratt & Whitney Engine Services, Inc. — Airport

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

3.9. Request to execute a lease with The Jones Payne Group, Inc. — Airport

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.

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

4. Deliberative Agenda

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.

4.1. Traffic Workgroup Reorganization - DPW - Parking Services Division

Motion made by Councilor Carpenter, seconded by City Council President Traverse, to approve the motion as presented. Motion passed unanimously.

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

4.2. Fletcher Free Library Transformational Remodeling Project Dore + Whittier Contract — Second Contract Amendment for Design Development (DD) and Construction Documents (CD)
Motion made by Councilor Barlow, seconded by City Council President Traverse, to approve the motion as presented. Motion passed unanimously.

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
--------------------	---

4.3. Extension of Letter of Agreement between City of Burlington and University of Vermont - C/T
Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the motion as presented. Motion passed unanimously.

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
--------------------	--

4.4. Approval to Execute Master Lease - C/T

Motion made by Councilor Carpenter, seconded by City Council President Traverse, to approve the motion as presented. Motion passed unanimously.

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

4.5. Resolution: Approving The Issuance Of Grant Anticipation Notes For The Costs Of Airport Improvement Projects - C/T

Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the motion as presented. Motion passed unanimously.

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

4.6. Resolution: Approving The Issuance Of A Grant Anticipation Note For The Costs Of Certain City Capital Improvement Projects - C/T

Motion made by Councilor Carpenter, seconded by Councilor Barlow, to approve the motion as presented. Motion passed unanimously.

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. 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 Motion made by City Council President Traverse, seconded by Councilor Barlow, to approve the motion as presented. Motion passed unanimously.

5. FY27 Mayor's Budget

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
	5.1. Resolution: Annual Appropriation And Budget For Fiscal Year Beginning July 1, 2026, And Ending June 30, 2027 Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the motion as presented with this amendment: lines 110-112 added REIB rollover. Motion passed unanimously.
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

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

Motion made by Councilor Carpenter, seconded by Councilor Barlow, to approve the motion as
presented. Motion passed unanimously.

6. Adjournment

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

6.1. Motion to adjourn

Mayor Mulvaney-Stanak adjourned the meeting at 5:45 pm.



**BURLINGTON BURLINGTON COMMUNITY DEVELOPMENT CORPORATION
BUSHOR CONFERENCE ROOM, 149 CHURCH STREET, 1ST FLOOR
MINUTES OF MEETING
June 15, 2026**

1. Agenda

1. Agenda

Mayor Mulvaney-Stanak convened the meeting at 5:45 pm.

Members present: Mayor Mulvaney-Stanak, CAO Schad, City Council President Traverse, Councilors Barlow and Carpenter (all in person): Councilor Neubieser (online)

Subject	1.1. Motion to adopt agenda
----------------	------------------------------------

Meeting	June 15, 2026 - Burlington Community Development Corporation - Monday, June 15, 2026, 5:45 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 City Council President Traverse, to adopt the agenda as presented. Motion passed unanimously.

2. Public Forum

2. Public Forum

None.

Subject	2.1. Verbal Comments
----------------	-----------------------------

Meeting	June 15, 2026 - Burlington Community Development Corporation - Monday, June 15, 2026, 5:45 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

3. Minutes

3. Minutes

Subject **3.1. BCDC March 24, 2025 Minutes - C/T**

Meeting June 15, 2026 - Burlington Community Development Corporation - Monday, June 15, 2026, 5:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 3. Minutes

Department Department of Finance and Administration

Type Action
 Information
 Minutes

Recommended Action approve the minutes

3.1. BCDC March 24, 2025 Minutes - C/T

Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the BCDC March 24, 2025 Minutes. Motion passed unanimously.

4. Appointment of Officers

4. Appointment of Officers

Subject **4.1. Appointment of Officers**

Meeting June 15, 2026 - Burlington Community Development Corporation - Monday, June 15, 2026, 5:45 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Category 4. Appointment of Officers

Department Council and Board

Type Action

Recommended Action to approve the appointments of President, Vice President and Secretary

4.1. Appointment of Officers

Motion made by Councilor Barlow, seconded by Councilor Carpenter to approve the appointments as follows:

- President: Mayor
- Vice President: City Council President
- Secretary: Chief Administrative Officer

Motion passed unanimously.

5. Adjournment

5. Adjournment

Subject

5.1. Motion to adjourn

Meeting

June 15, 2026 - Burlington Community Development Corporation - Monday, June 15, 2026, 5:45 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 5:52 pm.

Resolution Relating to

RATIFICATION OF TENTATIVE AGREEMENT AND
AUTHORIZATION TO EXECUTE COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE CITY OF
BURLINGTON AND IBEW (July 1, 2026 – June 30, 2029)

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 and the International Brotherhood of Electrical Workers (IBEW), have been negotiating the terms and conditions of a successor agreement to the Collective Bargaining Agreement that will expire on June 30, 2026; and

WHEREAS, the negotiating teams of the parties have reached a Tentative Agreement for a new three year agreement, effective July 1, 2026; and

WHEREAS, the International Brotherhood of Electrical Workers has ratified this Tentative Agreement on June 11, 2026;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies and authorizes Mayor Emma Mulvaney-Stanak to execute a Collective Bargaining Agreement between the City and the IBEW for a three year period from July 1, 2026 to June 30, 2029, in substantially the form attached hereto, subject to the final review and approval of the City Attorney and Chief Administrative Officer.

LR/HM/Resolutions 2026/Ratification of Tentative Agreement and Authorization to Execute Collective Bargaining Agreement Between the City of Burlington and the IBEW (July 1, 2026 – June 30, 2029)
6/23/26

Board of Finance and City Council Submission Checklist

Department: Human Resources Submitter: Lynn Reagan, Director of HR

Title/Subject: Ratification of IBEW CBA

	Approval:	Meeting Date:
☐	Board of Finance	6/29/2026
☐	City Council	6/29/2026
☒	Concurrent	6/29/2026

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	6/22/2026	Lynn Reagan
Mayor's Office informed and approved memo	Yes	6/23/2026	Lisa Gerlach
Board/Commission, if required	N/A		
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	6/22/2026	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	06/22/2026	
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	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?	No	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?	Yes	Sarah Carpenter

HUMAN RESOURCES DEPARTMENT
CITY OF BURLINGTON

200 Church Street, Suite 102, Burlington, VT 05401

Phone: (802) 865-7145

Fax (802) 864-1777

Vermont Relay: 7-1-1 or 800-253-0191



To: Board of Finance
City Council

From: Lynn Reagan, Director of Human Resources
Jessica Brown, City Attorney
Darren Springer, General Manager

Date: June 29, 2026

Re: Ratification of tentative agreement

The City has concluded negotiations with Local 300 of the International Brotherhood of Electrical Workers (IBEW) regarding the collective bargaining agreement covering the period from July 1, 2026, through June 30, 2029.

A tentative agreement was reached between the parties and subsequently ratified by the membership of Local 300 on June 11, 2026.

A summary of the negotiated changes is outlined in the attached Memorandum of Agreement. Key provisions include adjustments to wages, healthcare benefits, and other significant contractual items.

Thank you,

Lynn Reagan
Director of Human Resources

Resolution Relating to

RATIFICATION OF TENTATIVE AGREEMENT AND
AUTHORIZATION TO EXECUTE COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE CITY OF
BURLINGTON AND IBEW (July 1, 2026 – June 30, 2029)

RESOLUTION_____

Sponsor(s): _____
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 and the International Brotherhood of Electrical Workers (IBEW), have been negotiating the terms and conditions of a successor agreement to the Collective Bargaining Agreement that will expire on June 30, 2026; and

WHEREAS, the negotiating teams of the parties have reached a Tentative Agreement for a new three year agreement, effective July 1, 2026; and

WHEREAS, the International Brotherhood of Electrical Workers has ratified this Tentative Agreement on June 11, 2026;

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby ratifies and authorizes Mayor Emma Mulvaney-Stanak to execute a Collective Bargaining Agreement between the City and the IBEW for a three year period from July 1, 2026 to June 30, 2029, in substantially the form attached hereto, subject to the final review and approval of the City Attorney and Chief Administrative Officer

Resolutions 2026/RATIFICATION OF TENTATIVE AGREEMENT AND AUTHORIZATION TO EXECUTE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BURLINGTON AND the IBEW (July 1, 2026 – June 30, 2029)
06/22/2026

City of Burlington

Summary of MOA with the IBEW Union

Subject to Ratification by the City Council

June 29, 2026

Below is a brief summary of the highlights of the Tentative Agreements reached with the Burlington Electric Department IBEW union. For details, please see the attached MOA.

Economics

1. Wages – 3.5, 4, 3.5 (lines 25-30)
2. Missed call-out – (lines 48-60)
3. Travel time pay – clarification (lines 64-66)
4. Shift differential (lines 120 – 128)
5. Meal Allowance (lines 132-156)
6. Health Insurance – contribution cap (lines 233-241)
7. Healthcare plan design (lines 242-261)
8. Holiday pay – 12 hour shift employees (lines 372-387)
9. Clothing & Footwear allowance (lines 432-507)

Non-Economics

1. Article numbers: converting Roman numerals in the Collective Bargaining Agreement to American Standard numbers
2. 7.11 On-Call for Gas Turbine – change to job title only (line 114)
3. Mutual Aid Policy (financially related to employee but not City) (lines 176-207)
4. Retiree life insurance, clarification (lines 305-307)
5. Flexible spending account, clarification (lines 317-328)
6. Child Dependent care – remove of article (lines 332-335)
7. Vacation leave – clarification (lines 513-536)
8. Distinguish language between sick leave and disability leave (lines 541-765)
9. Bereavement leave, extension of usage (lines 767-793)
10. Retirement – change of FY dates (lines 814-870)
11. Temporary employee – clarification (lines 1006-1011)
12. Duration of agreement – dates adjusted (lines 1016-1020)

Final
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA), entered into by and between the International Brotherhood of Electrical Workers, Local No. 300, hereinafter "IBEW" and the City of Burlington, Vermont, hereinafter "City" is the product of collective bargaining conducted pursuant to the provisions of the Vermont Municipal Labor Relations Act, for the purpose of reaching a successor collective-bargaining agreement to the July 1, 2022– June 30, 2026 collective-bargaining agreement. The successor collective-bargaining agreement shall be effective from July 1, 2026 – June 30, 2029. Except where specifically amended by the provisions and conditions of this MOA, all terms and provisions and conditions of the agreement in effect June 30, 2026, are to remain in full force and are incorporated into this MOA are effective upon ratification by the IBEW and by the City Council, unless specifically stated otherwise.

IBEW proposed converting all Roman numerals in the Collective Bargaining Agreement to American Standard numbers.

ARTICLE ~~VII~~ 7
COMPENSATION

7.1 Wage Increases

For all Union bargaining unit members employed by the Department as of the date of execution of this Agreement, the pay grades for each position that is covered by this agreement shall be increased by the following percentages:

Beginning July 1, 202~~6~~2, for the positions in effect during that period, ~~six percent~~ 3.5% ~~(6%);~~

Beginning July 1, 202~~7~~3, for the positions in effect as of that date, ~~five percent~~ 4% ~~(5%);~~

Beginning July 1, 202~~8~~4, for the positions in effect as of that date, 3.5% ~~four percent~~ ~~(4%);~~

~~Beginning July 1, 2025, for the positions in effect as of that date, three percent (3%).~~

7.9 Minimum Call-Outs

(a) Except as otherwise herein provided, an employee who is called in to work at a Department facility or work site outside normally scheduled hours shall be paid a minimum of three (3) hours at the appropriate overtime time rate for each time called in. The minimum call-in will begin when the employee clocks-in at a Department facility or work site and ends when the employee clocks out.

An employee who is called at home during unscheduled hours regarding work function issues where an attempted resolution is possible via a phone call or computer work shall be paid a minimum of one (1) hour at the appropriate overtime rate for each time called. If the remote work or call continues for more than one hour, the employee will be paid

for all time spent on the phone or working remotely. Certain calls during unscheduled hours are excluded from the one (1) hour payment. For example, health and safety calls; calls where the employee doesn't answer the calls; or the employee answers but declines to perform substantive work.

An employee inappropriately missed for a call-out ~~will be offered the opportunity for additional work to compensate for the missed call-out. The additional work will be arranged by the supervisor, in collaboration with the employee, and can occur any day between Monday and Saturday. Shall be entitled to perform one and one-half hours of make-up work. For such one and one-half hours of work, the employee be paid for a three (3) hour minimum call-in. The employee shall not be entitled to be paid for travel time for such additional work. The employee may perform such work prior to or directly after their normal work day. Such time will be agreed upon by the employee and the supervisor. Best efforts will be made to ensure the additional work performed ins in furtherance of meeting the actual needs of the Department. Compensation for the work shall be paid at the appropriate rate for which it should have been when the missed call-out occurred (e.g. time and one-half / double time), or for the rate at which the employee is due to be paid at the time the work is performed, whichever is greater.~~

- (b) In addition, if an employee who is called in to a Department facility or work site works longer than two (2) hours, the employee will be paid for half an hour of travel time each way to and from home in addition to the minimum call-out. Travel time pay will apply to shift employees if they get called in to work longer than two hours and they immediately report to work within 1.5 hours. Travel time is paid at the employee's regular rate, not including any shift differential, and does not count as time worked for purposes of calculating overtime. However, travel time does count as time worked for purposes of determining the amount of rest time to which an employee is entitled, if any.
- (c) The call out minimum shall not apply in any case where an employee is assigned to work continuous overtime from the end of the regular workday. In such case, payment shall be at the normal overtime rate for such continuous time.
- (d) The call out minimum shall not apply in any case where an employee is called into work one (1) hour or less immediately prior to the beginning of the regularly scheduled workday. In such event, payment shall be at the overtime rate from the time of commencement of work to the beginning of the regularly scheduled workday.
- (e) An employee shall be guaranteed a minimum call out payment for all overtime work scheduled on their scheduled day off, unless that overtime assignment is canceled prior to the close of the preceding day worked.

(f) An employee scheduled for overtime work after the end of a regular work day and not continuous from the end of such work day, shall be guaranteed a minimum call out payment if the overtime work is canceled, unless the employee is notified of cancellation prior to the end of the regular work day.

(g) The minimum call out payment provided by subsection e shall not be paid even in the event of a late cancellation, if such cancellation is caused directly or indirectly by factors outside the Department's control.

7.11 On-Call Compensation and Procedures for Gas Turbine (change to a job title only)

At least twice per year, the Department shall establish an on-call period for employees who are qualified to operate the Gas Turbine ("GT") in order to qualify the GT to participate in the ISO-New England Forward Reserve Market ("FRM").

i. This FRM on-call period will consist of five (5) consecutive business days excluding NERC-recognized holidays, from 2:00 p.m. to 10:00 p.m.

ii. The Department shall give qualified GT operators at least seven (7) days' prior notice of the on-call period. The on-call assignment shall rotate among the qualified GT Operators in the bargaining unit.

iii. The on-call GT operator shall be required as a condition of employment to be immediately reachable and immediately available for duty upon request by Department management. The on-call GT operator shall be provided with a mobile phone or pager by the Department and shall wear the mobile phone or pager during all off-duty hours in the on-call period.

iv. The FRM on-call GT operator shall be paid eight (8) hours of pay at one hundred percent (100%) of the ~~first-class Electrician A-~~ Electrician II Technician position's hourly rate for each on-call period ("on-call pay"). This on-call pay shall be in addition to the on-call employee's regular wage, overtime pay, or minimum call-out pay (per Section 7.9) that may be earned.

7.13 Shift Differential

~~As of the date of execution of this Agreement~~Effective July 1, 2026, an employee who works an evening, night, or Sunday shift shall receive, in addition to the regular rate, a premium of ~~two three~~ dollars and thirty six cents (\$3.002-36) per hour ~~and effective July 1, 2027, an employee who works an evening, night, or Sunday shift shall receive, in addition to the regular rate, a premium of Three~~ dollars and twenty cents (\$3.20) per hour and effective July 1, 2028, an employee who works an evening, night, or Sunday shift shall receive, in addition to the regular rate, a premium of three ~~dollars and thirty cents (\$3.30) per hour, which shall be increased by six percent (6%) as of July 1, 2022, by five percent (5%) as of July 1, 2023, by four percent (4%) as of July 1, 2024 and three~~

~~percent (3%) as of July 1, 2025.~~

7.15 Meal Allowance for Unscheduled Overtime

Provisions outlined within this section (7.15) shall not apply to work being completed remotely.

(a) Whenever a non-exempt employee works continuously two (2) or more hours prior to or three (3) or more hours after their scheduled workday, they shall have the following options:

i. Continue working and receive a Meal Allowance as defined below in section (c) in their paycheck in lieu of a meal break. Payment of the Meal Allowance shall be initiated on the employee's timesheet and be reimbursed to the employee in their paycheck; or

ii. Cease working temporarily at a time approved by the supervisor for the purpose of obtaining a meal. In such case, the cost of the employee's meal up to the Meal Allowance as defined below in section (c) as verified by a receipt shall be reimbursed to the employee on the written application of the employee approved by their supervisor. The employee will not be paid for the period of the meal break, which shall not exceed thirty (30) minutes in length.

(b) An employee shall be entitled to two (2) Meal Allowances as defined in section (c) if required to contiguously work two (2) or more hours before and three (3) or more hours after their normal workday.

(c) The Meal Allowance is defined as:

i. Meal between 12:00AM-8:00AM is breakfast: ~~\$15.00~~22.00;

ii. Meal between 8:00AM-4:00PM is lunch: ~~\$20.00~~23.00; and

iii. Meal between 4:00PM-12:00AM is dinner: ~~\$25.00~~36.00.

(d) When an employee has been required to work five (5) or more consecutive hours of emergency or unscheduled overtime, which is not contiguous with their regular work hours, such employee shall be entitled to one of the options set forth in subsection a above.

(e) The provisions of subsections (a) and (b) hereof shall not apply to scheduled overtime operations, or when an employee is called at home one (1) or more hours prior to the requested reporting time (excluding up to one-half (1/2) hour travel time).

(f) Subject to the provisions of (e) eEmergency or unscheduled overtime means overtime worked during an actual or threatened interruption of service. Service interruption in this context means interruption of distribution of power, generation of power, or technology systems needed for business operations.

(g) Scheduled overtime means, overtime which is planned prior to the end of the preceding workday.

7.17 Mutual Aid Policy

~~When crews are sent for Mutual aid on a weekday, excluding holidays, the hours between 7AM to 3PM will be paid at the straight time rate of pay. All time worked beyond eight (8) hours, but less than fourteen (14) hours, in a single workday will be paid at one and one-half (1 ½) times the straight time rate. All hours worked that exceed the fourteen (14) hour period are calculated from the time an employee commences work and is inclusive of meal and break times, but in no case shall an employee be paid for time not actually worked. Further, if crews are called on a Saturday, the first eight (8) hours will be paid at one and one-half (1 ½) times the straight time rate unless those hours roll over into Sunday at which time all Sunday hours will be paid at the double time rate. All Saturday hours worked beyond the initial eight (8) hour block will be paid at the double time rate. These rates of pay will remain in effect until they return to BED. Lastly, crews called out on a Sunday or Holiday will be paid for all hours worked at the double time rate until they return to BED.~~

~~Crews will be paid the prevailing wage of the two utilities involved (i.e. BED or the host utility) whichever rate is higher. Apprentices will be paid the same prevailing rate at their current percentage of first class wages.~~

Aid under this provision is intended to support system restoration, public safety, and continuity of electric of electric service during events such as storms, natural disasters, major outages, or other extraordinary circumstances. Employees assigned to work mutual aid for utility companies outside the service area of BED, shall be paid two times (2x) the prevailing hourly rate for all hours worked, to include travel. The prevailing hourly rate shall be defined as the hourly rate which is higher between the two utilities. Notwithstanding, in instances where BED has a pre-existing signed mutual aid agreement with a receiving utility or organization (e.g., NEPPA), the pay terms will align with the pre-existing agreement. In such instance, BED will pay Employees assigned to work mutual aid the contractually agreed upon rate, which may be more or less than 2x the prevailing hourly rate as described in this section.

~~The Department requires that the host utility provide a minimum of six (6) hours of rest, excluding meals and travel, after the initial thirty-six (36) hours of work. After the initial thirty-six (36) hours of work the host utility will be required to provide a minimum of six (6) hours of rest, excluding meals and travel, for every twenty-four (24) hours worked. BED crews will not be paid for rest time. Rest time starts when an employee enters their room and ends when they leave the room for their assignment.~~

The Department will not change this policy without advance notice to the Union by written communications. The proposed change(s) shall be referred to the labor/management committee for consideration.

ARTICLE ~~VIII~~8 EMPLOYEE BENEFITS

8.2 Insurance

(a) Medical, Dental, and Hospital

- i. The Department through the City maintains group medical, major medical, hospital and dental benefits for all employees and their dependents. Dependents are defined as legally married spouses and dependent children, domestic partners or civil union partners (refer to Section 8.1).
- ii. Eligible employees shall contribute a set percentage of the amount budgeted by the City for the total cost of health insurance for the fiscal year ("the City's Health Fund Budget (Fund 150)") by withholding a percentage of their regular base pay on a pre-tax basis, based on the following schedule:

-

~~For fiscal year 2023, the total employee contribution will be twenty percent (20%) of the City's total Health Fund Budget (Fund 150), which will be no more than 6.50% of each employee's wages retroactive to July 1, 2022;~~

For fiscal year 20264, the total employee contribution will be twenty percent (20%) of the City's total Health Fund Budget (Fund 150), which will be no more than 6.75~~50~~% of each employee's wages;

For fiscal year 20275, the total employee contribution will be twenty percent (20%) of the City's total Health Fund Budget (Fund 150), which will be no more than ~~6.50~~7.0% of each employee's wages;

For fiscal year 20286, the total employee contribution will be twenty percent (20%) of the City's total Health Fund Budget (Fund 150), which will be no more than ~~6.75~~7.0% of each employee's wages;

242 iii. The medical plan individual and family deductibles and the out-of-pocket
 243 maximums will increase based on the following schedule:

244 From July 1, 2026 to December 31, 2027 the annual in-network
 245 individual deductible will be \$200 and the family deductible will be \$400.
 246 The annual out-of-pocket individual maximums will be \$600 and the
 247 family out-of-pocket maximum will be \$1200

248
 249 From January 1, 2028 to December 31, 2028 the annual in-network
 250 individual deductible will be \$300 and the family deductible will be \$600.
 251 The annual out-of-pocket individual maximums will be \$700 and the
 252 family out-of-pocket maximum will be \$1400

253
 254 From January 1, 2029 to December 31, 2029 the annual in-network
 255 individual deductible will be \$400 and the family deductible will be \$800.
 256 The annual out-of-pocket individual maximums will be \$800 and the
 257 family out-of-pocket maximum will be \$1600

258
 259
 260 iv Effective January 1, 2027 the prescription co-pay tier will be as follows;
 261 Generic - \$10, Preferred - \$25, and Non-preferred Brand - \$50

262
 263 v If at the end of the fiscal year, the total contractual contribution made by all
 264 employees exceeds the percentage set for that fiscal year, the overage will be
 265 credited to the total employee contribution in the following fiscal year, thus
 266 reducing the percentage of wages required from employees that next fiscal year.

267 ~~iv~~vi. Eligible employees will be covered on the first day of the month following their
 268 date of hire.

269 vii. The benefits shall be provided through a self-insured plan or under a

270 group insurance policy, or policies issued by an insurance company, or

271 companies selected by the City. The Department may change the provider of

272 such coverage so long as the provisions thereof remain substantially equivalent.

273 The components of the benefits as of the date of execution of this Agreement

274 are as set forth in Appendix F. In addition, Medicomp benefits will not be offered

275 after March 9, 2016 to any person not already receiving them. If these benefits

are insured by an independent company, all benefits are subject to the provisions of the policies between the City and the insurance company. New prescription drug co-pays are listed in Appendix F. The City may offer alternative health benefit plan options, such as a high deductible health plan, to all eligible employees. Such alternative plans shall be in addition to the plan described in appendix F hereof, and employee participation shall be entirely optional as elected by the employee during eligible open enrollment events. Such alternative plans shall not be required to conform to the contribution limits outlined in Appendix F. Notwithstanding the availability of any alternative plan(s), the City shall at all times this Agreement is effect make available, and employees may elect to enroll in, the plan described in Appendix F hereof.

viii. An employee's medical and hospital coverage will expire on the first day of the next month following an employee's last day of employment. If an employee separates from the Department and remains uninsured, under COBRA guidelines the Department shall allow them to purchase the current medical insurance coverage until they are otherwise insured, in accord with COBRA guidelines and regulations for a period not to exceed eighteen (18) months. Dental coverage will expire on the first day of the next month following an employee's last day of employment.

~~viii~~ix. Except as provided above, there shall be no change in the health care plans available to Union employees or in the employee contribution levels for such coverages.

~~viii~~ix. The annual stipend paid to eligible covered employees who opt out of the Department's health insurance program shall be One Thousand two hundred and fifty Dollars (\$1,250.00).

To receive this annual stipend, an employee must not be receiving health insurance coverage through the City of Burlington.

(b) Life Insurance

~~A retiree life insurance benefit of \$10,000 shall be available for retirees. Retirees, actively collecting a monthly pension check, shall receive a life insurance benefit of \$10,000 upon retirement.~~

8.4 Health Care Flexible Spending Account

This program allows an employee to anticipate out-of-pocket medical expenses by depositing pre-tax earnings into a flexible spending account from which the employee is reimbursed for qualified health expenses not covered by insurance. Therefore, those expenses are exempt from federal, state, and FICA taxation.

The flexible spending plan year shall run from January 1st through December 31st. The maximum dollar amount that may be contributed to a Flexible Spending Account shall be established annually by the City of Burlington not to exceed the amount established by the Internal Revenue Service (IRS) and become effective January 1 of each year. Beginning January 1, 2017, a maximum of \$2,550 per plan year may be deposited in the flexible spending account.

The money in this account may be used only for medical, ~~and dental~~ and vision expenses as outlined in the IRS Code. Money not used for eligible expenses during a plan year ~~must~~ may be forfeited under IRS guidelines. Employees may carry over a contribution amount, established annually by the City of Burlington not to exceed the amount established by the IRS, of unused amounts remaining at the end of the plan year to the following plan year. ~~up to \$500 of unused amounts remaining at the end of a plan year to the following plan year.~~

8.5 Child/Dependent Care Benefits

~~(b) Childcare Subsidy Program~~

~~An eligible employee must have a total family income of \$40,000 or less per year and at least one child age 6 or younger attending eligible childcare. The subsidy program will pay employees up to \$20 per week per child toward the cost of the dependent's childcare.~~

(c) Dependent Care Assistant Plan (DCAP)

The Dependent Care Assistance Plan commences on January 1st of every year. The DCAP is a salary reduction/reimbursement plan, which allows employees to use tax-free dollars to pay their dependent care expenses. Dependent care includes childcare expenses as well as expenses incurred for the care of an employee's dependent (spouse, child, parent...) who is mentally or physically incapable of caring for themself.

The DCAP establishes a tax-sheltered account for funds, which reimburse employees for child or dependent care expenses. Employees must sign up for the plan by December, prior to the January beginning that plan year. At the start of each plan year, the employee determines how much they want deducted from their weekly wages (and thus, not taxed). This amount is taken out of the employee's paycheck and deposited in a DCAP account each week.

The employee then submits receipts from the dependent care provider to the DCAP vendor designated by Human Resources ~~up to twelve (12) times per calendar year~~, and the ~~Department~~ vendor will reimburse the employee for their dependent care expenses ~~through their weekly payroll check~~. Employees may reduce their taxable income by an annual amount established by the City of Burlington not to exceed the amount established by the IRS as much as their total cost for dependent care, or the total of their earnings, but no more than \$5,000.

Money not used for eligible expenses during a plan year must be forfeited under IRS guidelines.

8.6 Educational Aid ~~(change to referenced articles only)~~

- iii. New enrollment in VEAPs and Apprentice programs shall be subject to budgetary limitations as determined on an annual basis by the Department; however, those employees that have already begun an approved educational program will be allowed to complete said program subject to the provisions of subsections 8. ~~61(b)~~ Voluntary Employee Advancement Programs and 8. ~~626(c)~~ Apprentice Programs.

ARTICLE ~~IX-9~~ WORK CONDITIONS

9.4 Twelve-hour Shifts

For regular shift employees:

(h) Employees are required to work holidays if they are scheduled to do so. If they request the time off and the leave is granted the employee shall be paid twelve (12) hours of holiday time at straight time for Christmas, New Year, Thanksgiving, July 4th and Labor Day holidays. For all remaining holidays, the employee shall be paid eight (8) hours of holiday time at straight time and they must take the remaining hours of their shift from their vacation hours. ~~is paid eight (8) hours of holiday time at straight time and they must take the remaining hours of their shift from their vacation hours.~~

For spare shift employees:

- (v) Employees are required to work holidays if they are scheduled to do so. If they request the time off and the leave is granted the employee shall be paid twelve (12) hours of holiday time for Christmas, New Year, Thanksgiving, July 4th, and Labor Day holidays. For all remaining holidays, the employee shall be paid eight (8) hours of holiday time at straight time and they must take the remaining hours of their shift from their vacation

~~hours. is paid eight (8) hours of holiday time at straight time and they must take the remaining hours of their shift from their vacation hours.~~

9.8 Minimum Rest

- (a) A non-shift employee who works any overtime between ~~11:00 p.m.~~10:00pm. and 6:00 a.m. will be entitled to one (1) hour of paid rest time for each hour worked (including travel time as described in 7.9(b) above) during this ~~seven (7)-~~eight (8) hour period, starting at the beginning of the employee's regular shift that day. If the employee and supervisor agree, the employee may begin the regular shift and take the rest time on the same hour-for-hour basis at the end of the shift, or if that is not possible, at the beginning of the next shift, if the next shift occurs on the next calendar day. If the employee is required to work through the employee's regular shift and there is no agreement to take rest time at the beginning of the next shift, the employee will be paid time-and-a-half during the period the employee is working that should have been rest time. If the employee is not scheduled to work a regular shift on the day the rest time is incurred, the employee shall not receive rest time.
- (b) An employee who has worked continuously fourteen (14) hours or more shall be entitled at the end of the work assignment to eight (8) continuous hours of rest (exclusive of travel time and established lunch period), before reassignment or reporting for the normally scheduled work day or reassignment. If such rest period should overlap the employee's normal workday, they shall suffer no loss in pay for the time of such overlap`
- (c) If an employee is required to return to work before the appropriate minimum rest period has elapsed, they shall be paid at the prevailing rate until the full continuous rest period has been granted.
- (d) If employees must be called into work, an employee who is on a rest period will be the last one called in.
- (e) Management generally will attempt to ensure that employees receive their full rest time as soon as possible following the overnight call-in, as the goal is to ensure that employees have at least six (6) hours of rest before starting their regular shift.

9.10 Equipment and Apparel

(a) The Department shall furnish at no expense to the employee all proper and necessary tools and protective equipment which it requires an employee to use in the performance of their duties. Except as provided in this section, all such tools and protective equipment shall be and remain the property of the Department. When renewals or replacements are requested, the old tools and protective equipment must be turned in or the loss thereof satisfactorily explained.

(b) Prescription Safety Glasses: See Appendix G.

(c) Employee Clothing & Footwear Allowance:

i. Beginning July 1, ~~2016~~2026, for specific identified employees working in specified areas or jobs, the Department will provide an allowance to purchase, or will purchase outright, fire retardant (FR)/arc-rated (AR) protective clothing and footwear as required and outlined in Section 6, Item 3 of the BED Accident Prevention Manual, Suitable Clothing Policy ("the Suitable Clothing Policy") and Suitable Footwear Policy, respectively. Whether the Department provides an allowance or purchases outright for the employee will be determined by the category level the job function is assigned. ~~These levels are outlined in the BED Procedures for PPE Clothing, Exhibit A.~~

ii. The Department will set up the individual allowance for each eligible employee with a vendor or vendors determined by the Department. The Department may designate one or more vendors for employees to procure clothing and footwear. If more than one vendor is made available, employees shall designate their preferred vendor at the start of each fiscal year, which shall be the sole vendor from which they may purchase these items for such fiscal year.

iii. The employee clothing and footwear allowance program ~~consists of lists~~ three ~~specific~~ Levels applicable to Union employees:

- Level 1 is employees who require FR/AR clothing and footwear as part of their daily, routine work and are in positions with more extreme working conditions. They will ~~have~~ receive a \$2,000 allowance at the start of employment and a \$1,450 allowance at the beginning of fiscal year 2027, allowance of \$650.00 \$1,550 allowance at the beginning of fiscal year 2028 and \$1,600 allowance at the beginning of fiscal year 2029..
- Level 2 is employees who require FR/AR clothing and footwear as part of their daily routine work on a "non-routine" basis. They will receive a \$2,000 allowance at the start of employment and a \$1,200 allowance at

~~the beginning of fiscal year 2027, 2028 and 2029, have a biannual (every two fiscal years) allowance of \$650.00.~~

- Level 3 is employees who require FR/AR ~~coveralls~~ clothing and footwear on a “non-routine” basis. ~~They will receive \$600 allowance at the start of employment and a \$400 allowance at the beginning of fiscal year 2027, 2028 and 2029. The Department will purchase these items annually.~~

In addition, McNeil employees who are eligible under the clothing allowance program will also be given each fiscal year, by the Department, a standard pair of non-FR/AR work coveralls.

Any new hires or persons transferred into a position that requires FR/AR clothing ~~and footwear within the three levels~~ shall receive a set of clothing as defined in the Suitable Clothing and Suitable Footwear Policy.

This allowance shall only be used for FR/AR clothing required by OSHA standards ~~and~~ the Suitable Clothing Policy, Suitable Footwear Policy, and not for any other clothing or other items. At no time will this allowance be paid directly to an employee.

- iv. ~~If employees damage their clothing or footwear at work, employees shall replace the damaged items using any remaining balance from their annual or carried forward allowance. If the employee has not remaining allowance, the department In addition to the annual clothing allowance, the Department will replace any damaged clothing or footwear item that no longer provides the protection it was designed to provide, pursuant to OSHA standards, and the Suitable Clothing Policy, and the Suitable Footwear policy, unless the clothing or footwear has been lost or intentionally damaged. Clothing that has been lost or intentionally damaged must be replaced at the employee’s own expense.~~

- iv.v. ~~Unused clothing and footwear allowance amount from any fiscal year in this agreement can be carried forward to the following fiscal year. However, this forward amount plus the current year allowance amount shall not exceed 1.5 times the annual amount allocated in Article 9.2(c) iii. Any amount exceeding 1.5 times the annual allowance amount on July 1st each year will no longer be available to employees in any year.~~

- v.vi. ~~Upon separation of employment~~ Any clothing purchased pursuant to this section shall belong to the employee and need not be returned to the Department prior to separation from employment ~~unless it has not been worn. Upon notice of an employee’s separation from the department, any and all clothing and footwear allowance balances will be transferred back to the department.~~

~~vi.vii.~~ An employee who is required by OSHA standards, ~~or~~ the Suitable Clothing Policy ~~or the Suitable Footwear Policy~~ to wear FR/AR protective clothing and footwear shall wear that clothing and footwear while on duty. The employee is responsible for laundering their own clothing in accordance with the manufacturer's instructions and the employer's training.

(d) ~~Employee Footwear Program: See Appendix H.~~

ARTICLE ~~X-10~~- LEAVES

10.4 Vacation Leave

Vacation leave may be taken as earned time after completion of ~~six (6)~~ three (3) months of employment according to the following schedule (accrued on a weekly basis within a fiscal year):

(c) Payment for Unused Vacation Leave

An employee who has successfully completed their probationary period and who separates from Department employment after six (6) months of service shall be paid for accumulated vacation benefits of up to three hundred sixty (360) hours.

Upon separation, an employee may choose to be paid for the value of up to ~~those~~ three hundred sixty (360) hours of accumulated vacation time in a lump sum or over a period of time. Regardless of how the vacation accrual is paid out, the employee's last day of actual work shall be considered their last day of employment and at that time the employee's active status ends. For clarity, the past practice of employees taking extended vacation leave prior to separation and returning for a single "last day of actual work" will no longer be continued and will not be approved.

Employees who choose to be paid out accumulated vacation leave over a period of time shall accrue. During the payout time attributable to the use of accumulated vacation leave after an employee's last day of actual work, no sick, holiday, personal or vacation leave during such time shall be earned. Holiday pay earned during the vacation payout will be included in the employee's final pay, whether it is taken as a lump sum or paid out over time.

Upon retirement, an employee's last day paid will be calculated incorporating any vacation payout and this will be the date used in determining the employee's length of creditable service.

(This section's revision was to distinguish the sick benefit from the disability benefit)

10.5 Sick Leave/Disability Leave

(a) Sick leave may be used to care for the employee's own physical or mental illness, injury, or medical condition that prevents them from performing their regular duties as scheduled. Sick leave shall also be granted to allow an employee to obtain professional diagnostic, preventative, routine or therapeutic healthcare that cannot be scheduled outside of working hours; to care for a sick, injured or disabled member of their immediate family, including helping that individual obtain diagnostic, preventative, routine, or therapeutic health treatment, or accompanying them to an appointment related to long-term care; or to arrange for social or legal services or obtain medical care or counseling for themselves or an immediate family member who is a victim of domestic violence, sexual assault, or stalking or is relocating because of any of these. Immediate family includes: spouse, party to a civil union, domestic partner, parents, parent-in-law, grandparent, siblings, children, grandchildren, and foster children. In addition, sick leave may be used for dependent care due to emergencies. "Emergencies" are, by definition, unexpected, short-term events, such as illness of a daycare provider or when the school or business (including a care facility) where an immediate family member is normally located during the employee's workday is closed for public health or safety reasons. Disability leave shall mean any leave attributable to any physical or mental disability due to sickness or accident not willfully or intentionally provoked by the employee, and preventing the performance of their regular or usual duties, including disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth and recovery there from.

(b) In the event of a sickness disability on account of accident or sickness, each employee shall be entitled to the following benefits, less any disability benefits received from Workers' Compensation or Social Security:

- i. If disability is caused by sickness or accident attributable to their employment, an employee shall be paid (see §§10.6 and 10.7 herein) for the period during which the employee is so disabled, but not in excess of twelve (12) calendar months for any one such disability.

- ii. If disability is not caused by sickness or accident attributable to their employment, an employee shall be paid if the employee has unused ~~disability sick~~ leave.

- (c) An employee earns ~~disability sick~~ leave according to the following schedule:

Sick Leave Hours ~~of Disability~~

Months of Service	Leave Earned per Year (In Hours)
Zero (0) through sixty (60) months	Ninety-six (96)
Over sixty (60) through one hundred twenty (120) months	One hundred twenty (120)
Over one hundred twenty (120) months	One hundred and forty four (144)

- (d) Except as otherwise provided in this section, any employee eligible for ~~disability sick~~ leave benefits, who is paid less than their regularly scheduled work week (excluding advance pay, military leave, legislative service and disciplinary action), shall have their ~~disability sick~~ leave prorated for that week.

- (e) An employee is entitled to accumulate ~~disability sick~~ leave without maximum.

- (f) Except as otherwise provided in this section, no employee shall be entitled to payment for unused ~~disability sick~~ leave upon separation from employment with the Department.

- (g) Unless otherwise noted, a ~~certificate of disability medical note~~ from a physician shall be the responsibility of the employee.

- (h) In order to be eligible for a ~~disability sick~~ benefit, an employee who is absent from work on account of accident or sickness must:

- i. Inform the immediate supervisor or Sector Manager of such fact at the first reasonable opportunity, which shall be no later than the commencement of the employee's normal work day;

ii. Submit upon request a ~~certificate of disability~~ medical note from their physician in order to be eligible for benefit for that particular absence;

iii. If the employee is convalescing at home, they must report to the Department either in person, by telephone or letter at least once per week. If the employee is away from their place of residence, a physician's statement explaining why such absence is necessary, along with an estimate of the required period of absence, must be submitted.

(i) In the event ~~of disability on account of~~ of an absence related to an -accident or sickness, the Department reserves the right to require a doctor's certificate to confirm the employee's fitness to return to work.

(j) In order to determine an employee's eligibility for ~~disability~~ sick leave, the Department may require, at its expense, an examination by a physician of its choice. The decision of the Department's physician shall be final.

(k) ~~Disability-Sick~~ leave may be denied upon a determination that the employee has taken time off due to the employee's willful act or wanton recklessness or that the employee's condition is not sufficiently serious to justify the ~~disability~~ sick leave.

(l) Unless ~~disability~~ sick leave has been denied pursuant to subsection 10.5(k), an employee disabled by accident in the line of duty shall be entitled to reinstatement to their former position or to placement within a vacant similar job and pay classification for a period of two (2) years after the onset of the disability; an employee disabled other than in the line of duty shall be entitled to reinstatement to their former position or to placement within a vacant similar job and pay classification for a period of one (1) year after the onset of the disability.

(m) An employee who has accumulated at least two hundred fifty-six (256) hours of ~~disability~~ sick leave may convert ~~disability~~ sick leave to vacation leave at the rate of two (2) hours of ~~disability~~ sick leave to one (1) hour of vacation leave. A minimum balance of two hundred forty (240) hours of ~~disability~~ sick leave is to be maintained. An eligible employee, who chooses to convert more than eighty (80) hours of ~~disability~~ sick leave to vacation leave, must maintain a minimum balance of twelve hundred (1,200) hours of ~~disability~~ sick leave. No less than sixteen (16) hours of ~~disability~~ sick leave may at any one time be converted to vacation leave. In no event shall the provisions of Section 10.4,

Vacation Leave, be violated. A conversion under this subsection may be done no more than one (1) time per fiscal year.

An employee's maximum conversion rights shall be according to the following schedule, provided the appropriate minimum balance of ~~disability-sick~~ leave is maintained:

Years of Service	Conversion Hours
Zero (0) through twenty-four (24)	Eighty (80) sick to forty (40) vacation
Over twenty-five (25) through twenty-nine (29)	One hundred sixty (160) sick to eighty (80) vacation
Over thirty (30)	Two hundred forty (240) sick to one hundred twenty (120) vacation

(n) Upon regular or disability retirement or in the event of employee death, unused ~~disability-sick~~ leave shall be converted at a ratio of 2:1, up to two hundred forty (240) hours of ~~disability-sick~~ leave, to one hundred twenty (120) hours of pay. The conversion may not bring the ~~disability-sick~~ leave balance below two hundred forty (240) hours. This one-time conversion to pay shall take place during the last week paid and shall be classified as other earnings. In the case of disability retirement, the conversion takes place as of the day the employee is approved for disability retirement. The conversion of the two hundred forty (240) hours may be in addition to the conversion rights of Subsection 10.5 (m).

(o) During the period attributable to the use of accumulated vacation time immediately preceding an employee's separation, no ~~disability-sick~~ leave shall be earned

(p) A Department employee who transferred from another City Department shall be credited with prior continuous City service for the purpose of determining their rate of earning ~~disability-sick~~ leave. Said employee shall receive credit for previous unused ~~disability-sick~~ leave up to a maximum of two hundred forty (240) hours.

(q) Voluntary Sick Leave Bank

Lengthy illness, or injury, may exhaust an employee's sick leave and vacation leave, creating a hardship for the employee. To provide additional assistance to Department

employees, a volunteer sick leave pool has been established to which employees may donate vacation leave eligibility to benefit fellow employees.

The sick leave pool is designed, and has been implemented, primarily to assist employees who have not yet been able to accumulate sick leave, ~~or~~ who may encounter a personal serious illness or injury, or who requires leave due to a serious illness or injury of an immediate family member (e.g. spouse, domestic or civil union partner, child, foster child, parent, grandparent, grandchild, sibling, in-law).

Leave Donation: Any employee may donate vacation leave time to the Pool, but must have at least one (1) week of vacation time remaining after any donation. Donations may be made at any time throughout the year, and must be made in blocks of eight (8) hours. The maximum amount of leave that can be donated by one employee in a calendar year shall not exceed one-hundred twenty (120) hours, unless otherwise approved by the General Manager or their designee. The sick leave pool will accumulate from year to year. The identity of the donors and recipients shall remain confidential.

Eligibility: To be eligible to receive sick leave from the pool, an employee must have exhausted all their accumulated sick leave, have exhausted all but one (1) week of their vacation leave, and have a reasonable expectation of returning to work within six (6) months of their last paid and/or vacation leave day.

Procedure: An employee must request that they receive days from the sick leave pool. Requests will be reviewed by a review committee made up of one non-union employee appointed by Department management and one Union employee appointed by the IBEW Business Manager. Awards will normally be made in blocks of five (5) normal working days.

No sick leave or vacation accruals shall occur for individuals who are utilizing the sick leave pool.

10.6 Short Term Disability Leave

(a) Eligibility

To be eligible to receive benefits under the short term disability leave:

i. An employee must be full-time exempt or non-exempt or a regular part-time employee (Section 14.1, Definitions) and have worked for the Department for at least one (1) year and have been unable to perform their duties for a minimum of two (2) consecutive weeks, or the number of hours equal to twice the regularly scheduled work week in consecutive weeks, due to sickness or accidental injury not substantially caused by the employee's intentional and/or negligent behavior.

ii. Said hours shall come from accumulated ~~disability-sick~~ leave, if available, applicable holiday leave and may include vacation leave.

iii. The employee must have provided a written certificate from their physician attesting to the disability. Periodic physician certifications may be requested during the period of disability. In the event the Department deems it necessary, it shall have the option of having a doctor of its choice, at its expense, examine the employee.

iv. If the employee is convalescing at home, they must report to the Department either in person, by telephone or letter, at least once per week. If the employee is away from their place of residence, a physician's statement explaining why such absence is necessary, along with an estimate of the required period of absence, must be submitted.

(b) Benefit Payment Schedule

After benefit waiting period, the Department will match each hour of sick time an employee uses during the disability period. After exhausting sick time, said employee may use vacation time to be matched by the Department in the same manner as sick time. In the event that an employee runs out of sick time while still disabled and elects not to use vacation time (or has none accumulated), the Department would then pay the employee at 50% of their weekly wages until the employee is able to return to work (subject to payment period below).

(c) Benefit Payment Period

An eligible employee shall be entitled to the benefits of this short-term disability leave for a maximum of three (3) months. After an employee's benefits pursuant to this section have been exhausted, the employee may continue to exhaust their accumulated sick, vacation, holiday or other time which they have accumulated before receiving benefits pursuant to this section. An employee granted a disability retirement by the City's Retirement Board may not receive benefits under this section after the date of the disability retirement.

- (d) In the event of approval for disability retirement, the maximum entitlement of this short-term disability benefit shall be equal to the number of short-term disability hours required, in addition to accumulated vacation and holiday time and conversions per subsections 10.5 (m), to meet/supplement the earliest date on which the employee is entitled to disability retirement. This date may be ninety (90) days after the onset of the disability or the date approved for disability retirement by the City Retirement Board, whichever is later. In no event shall subsection 10.5 (b) and/or 10.5 (c) be violated.

- (e) In the event that the disability is related to childbirth, the requirements of subsections 10.5 (h) i., ii., and iii., shall not apply for up to six (6) weeks after the birth for a normal delivery and eight (8) weeks for a C-Section. Any longer entitlement to benefits under this section must be supported by physician certification of disability.

- (f) An employee shall not earn vacation and/or sick leave for the time donated by the Department pursuant to this Short Term Disability Leave benefit.

10.9 Bereavement Leave

The purpose of bereavement leave is to enable an employee to take care of personal arrangements and needs caused by the death of a member of their family or domestic partner and to relieve them of the concern over loss of earnings on the regularly scheduled workdays. ~~immediately following the death.~~ If a death occurs during an employee's scheduled vacation, additional vacation day(s) may be granted to make up for those used for bereavement leave. An employee may utilize vacation or personal leave to supplement bereavement leave.

- (g) Death of Spouse, Domestic or Civil Union Partner, or Child

Upon the death of an employee's spouse, domestic or civil union partner, civil union partner or child, the employee may request and the Department Head or their designee may grant bereavement leave of up to ten (10) working days, consecutively or non-consecutively within twelve (12) months of the death. ~~immediately following such death without loss of pay.~~

(h) Death of Parent

Upon the death of an employee's parent, the employee may request and the Department Head or their designee may grant bereavement leave of up to five (5) working days, consecutively or non-consecutively within twelve (12) months of the death. ~~immediately following such death without loss of pay.~~

(i) Death of Immediate Family Member

Upon the death of an immediate family member not otherwise mentioned above (such as grandmother, grandfather, brother, sister, father-in-law, mother-in-law, brother-in-law, or sister-in-law), the Department Head or their designee may grant up to three (3) working days leave with pay, consecutively or non-consecutively within twelve (12) months of the death.

(j) Other

Upon the request of the employee, the Department Head or their designee may grant up to one (1) working day hours leave with pay to attend the funeral of a personal friend or member of the employee's family not mentioned herein.

ARTICLE ~~XX~~12

PERSONNEL MATTERS

12.5 Retirement

The City shall keep in effect a Retirement Ordinance throughout the duration of this Agreement. The benefit levels provided therein shall remain unchanged from those that existed for Burlington Electric Department IBEW employees on July 1, 2004, except as follows:

A. Current Employees hired before May 4, 2008:

1. Employees shall contribute to the Burlington Employees' Retirement System (BERS) a percentage of their annual salary. The total contribution required from both the City and employees will be based on the annual system valuation prepared by the City's actuaries:

~~For fiscal year 2023, retroactive to July 1, 2022, employees shall contribute 30% (and the City contribute 70%) of the total contribution required to BERS. For FY23 this shall mean that employees contribute no more than 7.00% of employee base pay.~~

- For fiscal year 202~~4~~7, employees shall contribute 30% (and the City contribute 70%) of the total contribution required to BERS. For FY2~~4~~7 this shall mean that employees contribute no more than 7.00% of employee base pay.
- For fiscal year 202~~5~~8, employees shall contribute 30% (and the City contribute 70%) of the total contribution required to BERS. For FY2~~5~~8 this shall mean that employees contribute no more than 7.00% of employee base pay.
- For fiscal year 202~~6~~9, employees shall contribute 30% (and the City contribute 70%) of the total contribution required to BERS. For FY2~~9~~6 this shall mean that employees contribute no more than 7.00% of employee base pay.

2. These employee contributions shall be administered as a pre-tax deduction consistent with requirements of the Internal Revenue Service.
3. Employees who retire and elect the one-half (1/2) COLA option shall have benefits calculated using a 1.9% factor for all years of creditable service prior to May 4, 2008 and a factor of 1.8% for all years of creditable service after that date.
4. Employees who retire and elect the No COLA option shall have benefits calculated using a 2.2% factor for all years of creditable service prior to May 4, 2008, and a factor of 2.0% for all years of creditable service after that date.
5. Employees in service on or after July 1, 2001, who retire and elect a full COLA option shall have benefits calculated using a 1.6% factor for all years of creditable service up to twenty-five (25) years of service and a .5% factor for all additional creditable years of service.
6. The annual full COLA adjustment factor for employees who retire after the date of execution of this contract shall be based on the CPI-U-Northeast, with a cap of two and three-quarters percent (2.75%), counting each 0.1 increment.

B. Current Employees Hired After May 4, 2008:

1. Employees shall contribute the following percentage of base pay to their retirement:
 - ~~For fiscal year 2023, retroactive to July 1, 2022, employees shall contribute 30% (and the City contribute 70%) of the total contribution required to BERS. For FY23 this shall mean that employees contribute no more than 7.00% of employee base pay.~~
 - For fiscal year 202~~2~~4, employees shall contribute 30% (and the City contribute 70%) of the total contribution required to BERS. For FY2~~3~~4 this shall mean that employees contribute no more than 7.00% of employee base pay.
 - For fiscal year 202~~3~~5, employees shall contribute 30% (and the City contribute 70%) of the total contribution required to BERS. For FY2~~4~~5 this shall mean that employees contribute no more than 7.00% of employee base pay.
 - For fiscal year 202~~4~~6, employees shall contribute 30% (and the City contribute 70%) of the total contribution required to BERS. For FY2~~5~~6 this shall mean that employees contribute no more than 7.00% of employee base pay.
 -
2. These employee contributions shall be administered as a pre-tax deduction consistent with requirements of the Internal Revenue Service.
3. Employees retiring at age sixty-five (65) or thereafter shall have benefits calculated at a one and four-tenths percent (1.4%) factor for all years of creditable service up to twenty-five (25) years of service and a five-tenths percent (0.5%) factor for all additional years of creditable service.
4. There shall be no one-half (1/2) COLA or No COLA options. All employees hired after May 4, 2008, shall receive the full COLA option.
5. The annual full COLA adjustment factor for employees who retire after the date of execution of this contract shall be based by BERS on the CPI-U-Northeast, with a cap of two and three-quarters percent (2.75%), counting each 0.1% increment, except if the retirement system's funding level falls below 70% funded or the fund's rate of return fails to meet the anticipated rate of return.
6. Contributions will not be required for employees having thirty-five (35) or more years of creditable service. Also, if an employee who has made contributions to

the retirement system but retires before completing three (3) years of service, the employee shall be reimbursed for the employee's contributions.

7. All employees hired on and after October 30, 2012, shall have their average final compensation computed on the basis of their five (5) highest earning years. All employees hired before then shall continue to have their average final compensation computed on the basis of their three (3) highest earning years, except that if such employee receives an increase in compensation of ten percent (10%) or more in any year of their last five (5) years of service, the average final compensation for such employee shall be based on their five (5) highest earning years.

8. No retirement COLAs will be received by employees until they reach age sixty-five (65) unless the City's retirement system's funding level reaches eighty-one percent (81%) funded or more, except for those IBEW bargaining unit members who elected to pay the extra one percent (1.0%) for early retirement under Section 12.5(D)(2) below.

C. Vesting

1. Vesting - Effective as of the date of execution of this Agreement, an employee will be fully vested in the Burlington Employee Retirement System after having completed five (5) years of service with the City; there will be no more partial vesting. Any employee or former employee who was partially vested prior to the execution date shall remain partially vested until the employee has completed five (5) years of service and then becomes fully vested.

2. Withdrawal of Contributions - Any employee who leaves employment and withdraws contributions before vesting shall receive interest paid at a minimum rate of two percent (2%) per year, or such higher rate as may be set by BERS.

D. Early Retirement

1. Any employee retiring prior to December 19, 2013, may retire on the basis of the system and protocols in effect in the 2006-09 collective bargaining agreement.

- 928
- 929 2. Thereafter, employees hired on or before May 4, 2008, were afforded an
- 930 irrevocable, one-time (except as provided in subsection (d) below) election of
- 931 one of two options:
- 932
- 933 a. To continue to be eligible for early retirement benefits at 2% per year
- 934 deduction between ages 55 and 65, in accordance with the 2006-09
- 935 collective bargaining agreement, and to make retirement contributions of
- 936 4% of base pay retroactive to October 30, 2012; or
- 937
- 938 b. To make retirement contributions of 3% of base pay and be subject to
- 939 the following deductions:
- 940 - age 55 – 6% for each year between 55 and 65;
- 941 - age 56 – 5.5% for each year between 56 and 65;
- 942 - age 57 – 5% for each year between 57 and 65;
- 943 - age 58 – 4.5% for each year between 58 and 65;
- 944 - age 59 – 4 % for each year between 59 and 65; age 60-64
- 945 inclusive – 2% per year;
- 946 - age 65 – no deduction
- 947
- 948 Any employee who did not make this election and does not retire prior to
- 949 December 19, 2013, will be regarded as having chosen option 2(b).
- 950
- 951 c. As of the date of this Agreement, employees who elected (or were
- 952 deemed to have elected) 2(b) will pay the contribution rates noted in
- 953 section 12.5 B.1. above, and, subject to subsection (d) below, employees
- 954 who elected 2(a) will pay 1% higher than the standard rate, which will be
- 955 subject to the following caps):
- 956
- 957 ~~_____ For fiscal year 2023 _____ 8.0%~~
- 958 ~~_____ For fiscal year 2024 _____ 8.0%~~
- 959 - ~~For fiscal year 2025 _____ 8.0%~~
- 960 - For fiscal year 202~~7~~6 _____ 8.0%
- 961 - ~~For fiscal year 2028 _____ 8.0%~~
- 962 - ~~For fiscal year 2029 _____ 8.0%~~
- 963 d. Employees who elected 2(a) were provided a one-time period of sixty (60)
- 964 days following March 9, 2016, to change their election from 2(a) to 2(b)
- 965 by notifying the City’s Retirement Administrator in writing of their change
- 966 in election.
- 967

3. Employees hired after May 4, 2008 shall be subject to the Early Retirement Factors set forth in the table below:

12.6 Disability Retirement

If an employee becomes, in the judgment of the Board of Medical Examiners and the Retirement Board, mentally or physically incapable of performing their duties with the Department and such incapacity is expected to be permanent, the employee may be eligible for disability benefits at the end of ninety (90) days after the onset of the disability. There is no service requirement to be eligible. No employee hired after October 30, 2012 shall be eligible for disability retirement benefits for an off-the-job injury during the first two (2) years of employment by the City. For employees hired prior to October 30, 2012, the disability benefit for Class B employees, under the age of sixty-five (65), whether job-related or not, equals seventy-five percent (75%) of the employee's earned compensation at the time of the disability retirement. For employees hired after October 30, 2012, that benefit shall be sixty-six and two-thirds percent (66 2/3%). This amount is reduced by any periodic workers' compensation benefits and primary Social Security Disability payments.

Upon attainment of the normal retirement age (65), the disability benefit for Class B employees shall change to a normal retirement benefit as outlined in Article 12.5. ~~over age sixty-five (65) is calculated by a benefit formula.~~

12.11 Disciplinary Action (change to the appendix letter only)

Oral warnings shall not be considered formal discipline and shall not be subject to the grievance and arbitration procedures hereof. Oral warnings shall not be placed in an employee's personnel file. However, within ten (10) working days of an infraction, a dated memorandum that describes the infraction and a course of corrective action will be issued to document the warning. The "Oral Warning Memorandum Form" in Appendix "1" will be used as the template for this documentation. Oral warnings shall be considered void once the employee has worked twelve (12) months without further disciplinary action taken against them for similar infractions. Oral warnings shall not be a substitute for performance evaluations or constructive coaching regarding job performance.

ARTICLE ~~XIV~~14

MISCELLANEOUS

14.1 Definitions

- (b) "Temporary Employee"

A temporary employee shall be an individual hired for a job for a period of time, not to exceed one hundred twenty (120) work days during a three hundred sixty-five (365)-day period beginning on the first day of work. The department shall notify the Union when it plans to hire for a temporary employee, including the nature of the work to be performed and the advertised wage. ~~A temporary employee shall be compensated at a rate no more than the minimum compensation of the lowest pay grade of the corresponding position. Compensation at a rate higher than the minimum may be authorized by concurrence of the Union.~~ A temporary employee as so defined shall not be covered by the terms of this Agreement.

ARTICLE ~~XVIII~~18

DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall be effective as of the date of execution hereof for the period from July 1, 202~~6~~2, through June 30, 202~~9~~6. The Agreement may be continued on and after June 30, 202~~9~~6 by mutual agreement. Should either party give notice of desire to amend this Agreement, such notice must be given at least thirty (30) days prior to expiration of the Agreement. If such notice is given, the parties shall meet as soon thereafter as is reasonably practical to begin negotiating the terms of a successor agreement to this Agreement.



BURLINGTON FIRE DEPARTMENT

136 S. Winooski Avenue, Burlington, VT 05401
Phone: (802) 864-4554 Fax: (802) 865-5387

MEMO

TO: Board of Finance and Burlington City Council
FROM: Michael Curtin – Chief of Department
Stephen Petit – Deputy Chief
CC: Katherine Schad-CAO, Lynn Regean-HR Director, Tony Berry-HR Manager
DATE: June 29, 2026
SUBJECT: Reclassification of Administrative and Accounting Assistant Position from Grade 14 to 16

REQUEST

The Burlington Fire Department requests approval to reclassify the Administrative and Accounting Assistant position from a Regular, Full-Time, Non-Exempt, AFSCME Grade 14 position to a Regular, Full-Time, Non-Exempt, AFSCME Grade 16 position.

EXECUTIVE SUMMARY

The Burlington Fire Department seeks to reclassify the Administrative and Accounting Assistant position to better align with the current administrative, financial, compliance, and operational needs of the department.

The Burlington Fire Department manages a budget exceeding \$20 million, supports approximately 95 personnel operating from five fire stations, coordinates emergency medical services billing activities, administers multiple financial and records-management systems, processes public records and HIPAA requests, supports payroll and purchasing functions, and maintains compliance with a growing number of municipal, state, and federal requirements.

To effectively support these responsibilities, the department requires a position with a higher level of technical expertise, independent judgment, accountability, and organizational impact than contemplated under the current Grade 14 classification. The proposed Grade 16 position will serve as the department's primary administrative and financial support resource, providing support to command staff while coordinating key administrative, financial, records-management, and compliance functions essential to department operations.

Reclassification will align the position with the operational needs of the department, support continuity of critical administrative and financial functions, and improve the department's ability to recruit and retain qualified personnel with the specialized knowledge and skills required for the role.

The current employee possesses the knowledge, skills, and abilities necessary to successfully perform the responsibilities of the revised position.

FINANCIAL IMPACT

Position: Administrative and Accounting Assistant

Current Grade: Grade 14 \$67,837 current annual salary

Proposed Grade: Grade 16, \$74,751:

FY27 Impact:

We accounted for this in the FY27 budget and there is no retroactive pay requested. We intended to submit this with the FY27 budget resolution but due to the necessary consultation with the union and ensuring the job description is accurate, we are submitting slightly thereafter.



BURLINGTON FIRE DEPARTMENT

136 S. Winooski Avenue, Burlington, VT 05401

Phone: (802) 864-4554 Fax: (802) 865-5387

MOTIONS

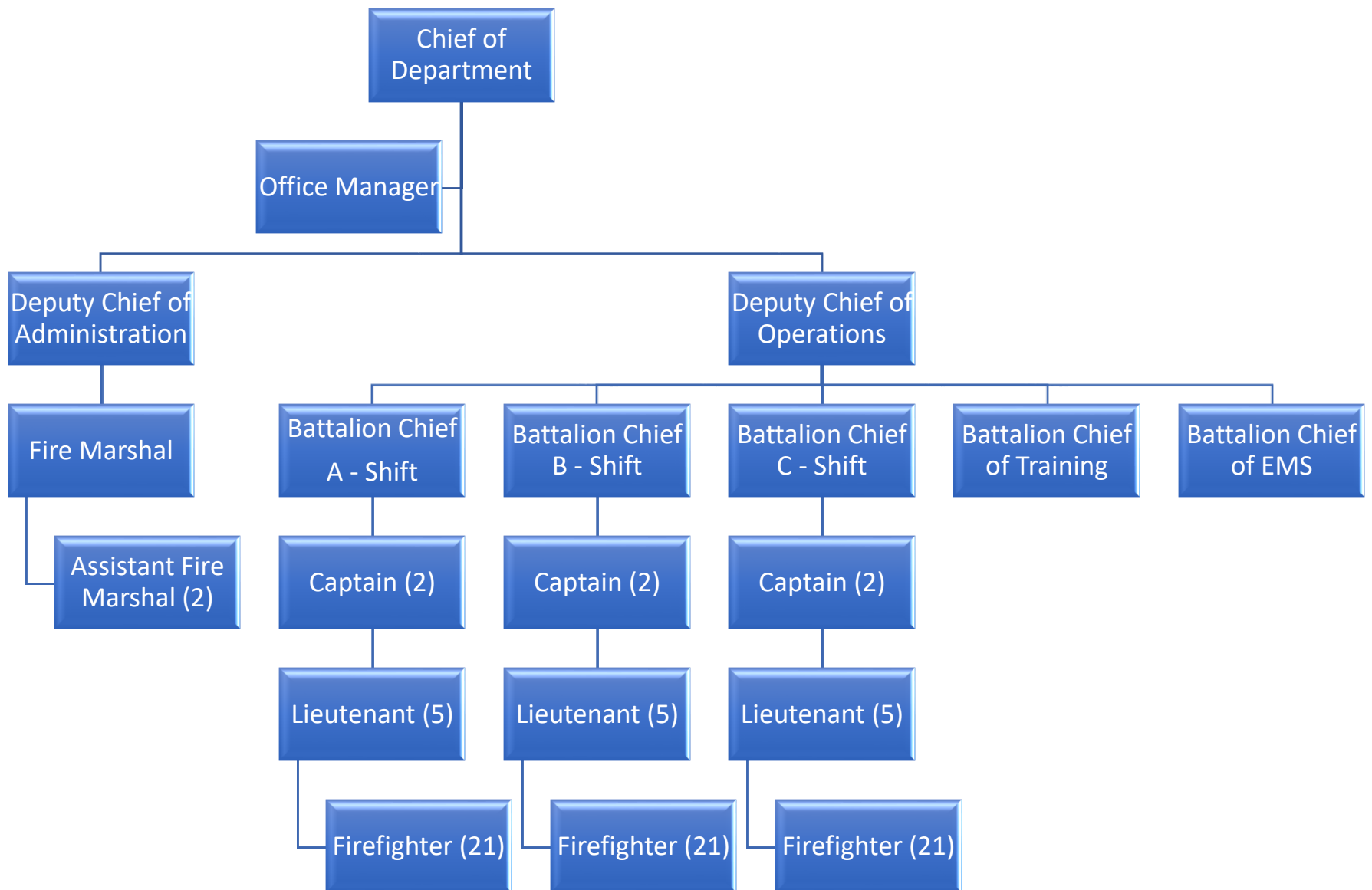
Board of Finance

To approve and recommend that the City Council approve and authorize the reclassification of the Administrative and Accounting Assistant position, a Regular, Full-Time, Non-Exempt, AFSCME Grade 14 position, to a Regular, Full-Time, Non-Exempt, AFSCME Grade 16 position within the Burlington Fire Department.

City Council

To approve and authorize the reclassification of the Administrative and Accounting Assistant position, a Regular, Full-Time, Non-Exempt, AFSCME Grade 14 position, to a Regular, Full-Time, Non-Exempt, AFSCME Grade 16 position within the Burlington Fire Department.

Thank you.



Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Burlington Fire Department Submitter: Michael Curtin – Fire Chief
Title/Subject: Reclassification of Administrative and Accounting Assistant Position from Grade 14 to Grade 16

Approval Requested: Meeting Date:
☒ Board of Finance 6/29/2026
☒ City Council 7/13/2026
☐ 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	6/18/2026	Michael Curtin
Mayor's Office	Yes	6/23/2026	Lisa Gurlach
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	6/22/2026	Hayley McClenahan
CAO for budget, financing, and memo	Yes	6/23/2026	Katherine Schad
Human Resources, if personnel action or policy	Yes	6/22/2026	Lynn Regean
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.



To: Board of Finance / City Council

From: Ashley, PE DPW Water Resources Engineer

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

Date: June 29, 2026 Board of Finance & City Council Concurrent

Subject: Construction Contract Award for North Avenue Stormwater Improvements

REQUEST

The Department of Public Works ("DPW") and its Water Resources Division (WRD) seeks authorization to execute a contract with S.D. Ireland Brothers Corporation in the amount up to \$492,700 with authorization for contingency funding of an additional \$50,000 for the construction of the North Avenue Stormwater Improvements project and to designate the Director of Public Works to execute associated documents.

BACKGROUND:

The City of Burlington ("City") Department of Public Works Water Resources Division's ("WRD") sewer collection system is comprised of piping networks that are designed to convey both sanitary and storm flows (combined sewer system) to the three (3) wastewater treatment facilities (Main, East and North Plants) with Main Plant having the highest percentage of combined sewer collection system area. Sections of the Main Plant collection system can have reduced capacity to safely convey sanitary and storm flows during extreme rainfall events. While Main Plant does have a wet-weather treatment system, larger rain events do reduce the amount of effective treatment that can be provided. As such, the WRD is always looking for opportunities to reduce stormwater inputs. To aid in the mitigation of the contributing impervious areas, the City utilizes Green Stormwater Infrastructure ("GSI") to reduce the polluted runoff and high storm flows from developed lands that drain into the Combined Sewer System ("CSS") throughout the City. These systems remove stormwater from the combined sewer collection system and infiltrate back into the groundwater. By removing stormwater, these practices improve capacity in the combined sewer systems and ensure that Main Plant will be able to provide wet-weather treatment to the increasing frequency of intense rain events. These stormwater reduction practices are also often paired with new housing developments that will be increasing sanitary flows as a way to leverage development to, at a minimum, ensure no worsening of capacity – but in many cases, to actually improve capacity in the collection system.

This project was originally designed by BC Community Housing (BCCH) for their Cambrian Rise

community housing development project. As part of this development, significant new sanitary sewer flows will be introduced to the WRD’s combined sewer collection system in North Avenue. During project review, WRD determined that this area of the collection system contributes to downstream sections with some known capacity constraints. WRD’s CSO Offset Policy dictates that developments that propose to increase the sanitary sewer flows in the Main Wastewater Treatment Plant (“WWTP”) collection system offset their sanitary sewer contribution with off-site stormwater reductions. In response to this requirement, BCCH designed a stormwater infiltration system that collects stormwater from North Avenue (which otherwise drains to the combined sewer system) and infiltrates stormwater back into the ground, reconnecting the water with the natural hydrologic cycle. In order to leverage economies of scale, as part of the design process, WRD requested that the engineer design a system that could capture more stormwater than what was required for the Cambrian combined sewer offset for a potential cost sharing partnership. Accordingly, this project (“North Avenue Stormwater Improvements Project”) is designed to remove stormwater from approximately 1.6 acres of impervious surface which exceeds the reduction required by the CSO Offset Policy, providing an opportunity for WRD to partner with BCCH to further improve WRD’s combined sewer stormwater reduction goals.

While originally the plan for the construction of this stormwater reduction project was for BCCH to build the system using cost share funding from Stormwater’s capital reserves (see Attachment B), early in 2026 it became clear that it would be mutually advantageous to use some of the City’s State ARPA combined sewer reduction grant funding¹ to build the system instead. This funding was originally earmarked for constructing of combined sewer overflow reductions in the Pine Street corridor, but design of that system has proved more complicated due to the collection system dynamics. Since this ARPA funding has to be spent by September 30, 2026 – this project ensures the continued draw down of those funds. That said, since the offset is a requirement of BCCH’s water and sewer capacity allocation WRD will update the agreement with BCCH to provide for a vehicle for BCCH to reimburse WRD for their percentage of the project. The reimbursed funds can then be used for other combined sewer reduction projects in the future.

CONSTRUCTION CONTRACTOR PROCUREMENT:

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

Contractor	Base Bid
S.D. Ireland Brothers Corporation	\$492,700
Engineers Construction., Inc.	\$525,305

WRD engineering staff reviewed the lowest bid and has provided an award recommendation per State guidelines (Attached).

It is staff’s recommendation to award a contract to S.D. Ireland Brothers Corporation for a value of \$492,700, as well as to authorize contingency funding of an additional \$50,000 for a total of

¹ <https://burlingtonvt.portal.civicclerk.com/event/6979/files/agenda/10252>

\$542,700.00.

PROJECT COST SUMMARY:

The project will be initially funded by the ARPA CSO Grant (Stormwater Capital Fund 863) but the City and Farrell Properties will sign an agreement to outline the terms of a reimbursement to the City for the BCCH share (\$223,119) to satisfy the conditions in the WRD MOU Cambrian Rise developments water/sewer allocation.

ATTACHMENTS:

- Attachment A: Award Recommendation
- Attachment B: Memorandum of Understanding regarding BC Community Housing Sanitary Flow Connection Approval

MOTIONS:

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

Board of Finance Actions:

1. "To approve and recommend that the City Council authorize the Director of Public works to execute a \$492,700 contract with S.D. Ireland Brothers Corporation, subject to review and approval as to form of the City Attorney's office, with authorization for contingency funding of an additional \$50,000.00 for the construction of the North Avenue Stormwater Improvements Project."

City Council Actions:

2. "To authorize the Public Works Director to execute a \$492,700 contract with S.D. Ireland Brothers Corporation, subject to review and approval as to form by the City Attorney's Office, with authorization for contingency funding of an additional \$50,000 for the construction of the North Avenue Stormwater Improvements Project."

Thank you for your consideration of this request.



CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS

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

CHAPIN SPENCER
PUBLIC WORKS DEPARTMENT DIRECTOR

MEGAN MOIR
WATER RESOURCES DIVISION DIRECTOR

June 23, 2026

RE: Notice of Intent to Award Contract
City of Burlington
North Avenue Stormwater Improvements

To Whom it May Concern:

The City of Burlington intends to award the above referenced project to S.D. Ireland Brothers Corporation, for the contract amount of \$492,700. Recommendation to award is based on the following attachments:

1. Bidder's information:
 - a. Refer to attached bid (Attachment A) including:
 - i. Bid bond
 - ii. Supplemental bid information
 - iii. References
2. Project Cost Information:
 - a. Refer to attached bid tabulation (Attachment A)
 - b. Total recommended contract award is \$492,700
3. Experience:
 - a. The supplemental bid information includes past projects and contact information for references
 - b. Project references are attached. Following is a summary of project references contacted:
 - i. Reference Project: Great Streets Main Street Reconstruction, Burlington, VT
 1. Project Contact: Laura Wheelock, City Engineer, City of Burlington
 2. Project Description: Installation of a gravel wetland, underground stormwater detention tanks and landscaping features specifically for stormwater improvements.
 - ii. Reference Project: City Place, Burlington, VT
 1. Project Contact: Dave Farrington, City Place Partners
 2. Project Description: Installation of stormwater handling systems and gravel wetlands to reduce the stormwater impact on the City of Burlington's collection system.
 - iii. Reference Project: Teddy Bear Facility, Shelburne, VT
 1. Project Contact: Tim Miller, Miller Realty Group
 2. Project Description: Reconstruction of onsite stormwater ponds and gravel wetlands.
 - c. General Observations

Non-Discrimination

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

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

- i. The S.D. Ireland Brothers project team has a good track record in Burlington and other regional communities for installing stormwater infrastructure and surface restoration. The project team has good experience managing sub-contractors, but the project team does not plan to use sub-contractors for this project.
 - ii. City staff reviewed the S.D. Ireland Brothers Safety Record provided and have identified the following:
 1. The Experience Modification Rate (EMR) has remained better than average for the last three full calendar years with a rate less than 1.0 (with a high of 0.98 in 2024).
 2. The Total Recordable Frequency Rate (TRFR) for the last three calendar years has been decreasing, approaching the average of 3.0 in 2025 with a rate of 3.88.
 3. There were no OSHA violations in the last three calendar years. The last OSHA violations occurred in 2022 with two citations during a planned inspection which were immediately corrected.
 4. Safety will be a critical discussion point at all project meetings and the City's Safety Manager will be engaged throughout the project.
4. Bid Bond/Insurance
 - a. S.D. Ireland Brothers has Swiss Re Corporate Solutions America Insurance Corporation as a surety and the surety is listed on the Federal Register of certified companies licensed to do work in Vermont.
5. Financial Data
 - a. The Business Bank, 30 Kimball Avenue, Suite 201, South Burlington, VT 05403
6. Proof of Advertisement for Bid
 - a. Refer to attached proof of advertisement (Attachment B)

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

Sincerely,



Ashley Walenty, PE
Water Resources Engineer

Attachments:

Attachment A – North Ave Stormwater Improvements – SDI Proposal

Attachment B - Proof of Advertisement

ATTACHMENT A

Brothers Corporation**III (1.) Cover Letter****1. Request for Price Quotations****Project:** City of Burlington North Avenue Stormwater Improvements Project**Release Date:** May 18, 2026**2. Proposer Contact Information:**

S.D. Ireland Brothers Corporation

P.O. Box 2286

South Burlington, VT 05407

Phone: 802-863-6222

Email: mhutchins@sdireland.com

Contact Person: Mike Hutchins

- 3.** I certify that, to the best of my knowledge and belief, the contents of this proposal are true, accurate, and complete.

Authorized Signature:

_____
Scott D. Ireland, President**III (2) Proof of Signature**

Corporate Resolution Attached

III (3) Bid Form and Subcontractors List Attached (Exhibit 1.)**III (4) Proposed Schedule - Attached****III (5) Project References:****Project Name:** Great Streets Main Street Reconstruction / City Hall Park**Owner:** City of Burlington

Laura Wheelock

Phone: 802-338-2125 Email: lwheelock@burlingtonvt.gov

Description: S.D. Ireland constructed both Main Street Great Streets and City Hall Park including construction of a State-of-the-Art gravel wetland utilizing a cast in place underground storage tank developed to store storm and rainwater and release to the City's storm system at proper intervals in order to minimize the chance of

stormwater overwhelming the city's system. Numerous landscape features as well as designated gravel wetland utilizing wetland plants combined with a series of various paths insure an environmentally friendly street scape.

Project Name: City Place Burlington

Owner: City Place Partners
Dave Farrington
Phone 802-316-6452, Email: dave@BTVspaces.com

Description: S.D. Ireland as owner/partner and construction design of a State-of-the-Art stormwater handling system. SDI poured in place below road grade, three separate concrete storm chambers to act as storage tanks in St. Paul Street, Pine Street and Bank Street to handle storm water runoff and roof drain flows. This system time releases the storm water runoff from the tank to the city's system, in a method not to overwhelm the treatment plant. This combined with gravel wetlands incorporated in the final site design will play a significant role in minimizing runoff damage to the environment.

Project Name: Teddy Bear Facility – Shelburne, VT

Owner: Miller Realty Group
Tim Miller
Email: tmiller@rem-development.com

Description: S.D. Ireland recently reconstructed onsite major storm ponds and incorporation gravel wetlands with various portions to enhance stormwater treatment at this site. The storm treatment was substantial, including protective basins. This work took place in 2025.

III (6) Bidders Qualification:

S.D. Ireland Brothers Corporation has been in business since 1995 and has extensive experience in all aspects of site and concrete related work ranging from \$25,000 jobs to \$100,000,000 jobs. Owners, Scott and Stephen Ireland have been successfully running S.D. Ireland Companies since the early 1980's doing extensive concrete, sitework and paving projects. With over 250 pieces

Brothers Corporation

of late model Caterpillar heavy construction equipment and a highly trained and experienced workforce, S.D. Ireland Brothers welcomes all challenges in the heavy civil construction industry.

III (7) Experience Modification Rate: The EMR is .95

III (8) City Prequalification: See attached

III (9) A Certificate of Insurance: See attached

III (10) Evidence the proposer is registered to do business in the State of Vermont: See attached

III (11) Evidence the proposer holds all required professional licenses. Not applicable.

III (12) An identification of any questions, comments, or concerns that the proposer has with any City contract template attached hereto as an exhibit. Not applicable.

S.D. IRELAND BROTHERS CORPORATION
CERTIFICATE OF OFFICER
And
UNANIMOUS CONSENT

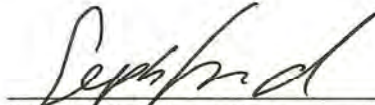
The undersigned Secretary of S.D. Ireland Brothers Corporation, a Vermont corporation (the "Corporation"), hereby certifies that the following resolution was duly adopted by unanimous written consent of the Board of Directors of the Corporation in lieu of any meeting for the purpose, in accordance with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

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

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

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

Dated as of the 15th day of January 2026.

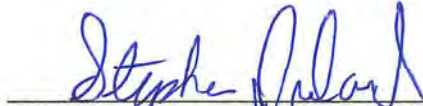


Sophie D. Ireland, Secretary of the Corporation

WRITTEN CONSENT OF DIRECTORS:



Scott D. Ireland, President



Stephen D. Ireland, Vice President

Exhibit 1
Bid Form and Subcontractor's List

Item No.	Item	Qty.	Unit	Unit Price	Extended Price
D1	Removal of Bituminous Concrete, Roadway	350	SY	\$25.00	\$8,750.00
D2	Removal of Portland Cement Concrete, Roadway	60	SY	\$250.00	\$15,000.00
D3	Removal of Portland Cement Concrete Sidewalk	20	SY	\$35.00	\$700.00
D4	Removal of Existing Curb	30	LF	\$15.00	\$450.00
D5	Removal of Existing Fence	30	LF	\$40.00	\$1,200.00
D6	Removing Medium Trees and Stumps	1	LS	\$13,800.00	\$13,800.00
1	Trenched Excavation <10'	120	LF	\$100.00	\$12,000.00
2	Trenched Excavation >10'	230	LF	\$200.00	\$46,000.00
3	18" HDPE Pipe	120	LF	\$100.00	\$12,000.00
4	4' Dia Precast Concrete Catch Basin w/ Frame & Grate	4	EA	\$9,500.00	\$38,000.00
5	4' Dia Precast Concrete Structures w/ Manhole Cover	2	EA	\$8,000.00	\$16,000.00
6	Portland Cement Concrete, Roadway	60	SY	\$210.00	\$12,600.00
7	Bit. Pavement	300	SY	\$70.00	\$21,000.00
8	Infiltration Chamber System Installed	1	LS	\$115,000.00	\$115,000.00
9	Portland Cement Concrete Sidewalk, 5 Inch	20	SY	\$90.00	\$1,800.00
10	Cast-in-Place Concrete Curb, Type B	30	LF	\$100.00	\$3,000.00
11	Replacing Existing Fence	30	LF	\$150.00	\$4,500.00
12	Monument Replacement	1	LS	\$1,500.00	\$1,500.00
13	Tree Planting	7	EA	\$500.00	\$3,500.00
14	Structural Lawn Installation	1	LS	\$13,500.00	\$13,500.00
15	EPSC	1	LS	\$5,500.00	\$5,500.00
16	Traffic Control	1	LS	\$24,800.00	\$24,800.00
17	Preparation of Site/Repair and Miscellaneous Work	1	LS	\$122,100.00	\$122,100.00

Total bid (in words and numerals): \$492,700.00

Four Hundred Ninety Two Thousand, Seven Hundred Dollars and Zero Cents

Notes to bidders:

- Unit prices control over extended prices. Staff will recalculate the extended price in case of any error, and staff's calculation shall control.
- If applicable, by submitting a bid, you certify that you have visited the work site, have reviewed plans and specifications, and have determined that the project is reasonably capable of completion. If you believe the project is not reasonably capable of completion

or that the plans and specifications contain any error, identify that information in an attachment to this bid form.

Subcontractor List

Provide a list of any subcontractors you intend to use on the project. Include name, contact information, any relevant licensure information, a description of the work the subcontractor will perform, and a percentage of the total project that will be performed by the subcontractor based on cost. All work not assigned to a subcontractor in this list will be performed by the proposer. After the contract is awarded, the proposer will not be allowed to replace a subcontractor except for good cause agreed to by the City.

All work will be self-performed by SD Ireland's highly trained, qualified, and experienced team.



City of Burlington North Avenue Stormwater Improvements

				AUGUST																															SEPTEMBER																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
Description	Start	Finish	OT		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
			Sa	Su	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W

BID BOND

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

BIDDER (Name and Address):

S.D. Ireland Brothers Corp.
193 Industrial Ave.
Williston, VT 05495

SURETY (Name, and Address of Principal Place of Business):

Swiss Re Corporate Solutions America Insurance Corp.
1200 Main St., Suite 800, Kansas City, MO 64105

OWNER (Name and Address):

City of Burlington, Dept. of Public Works Water Resources
53 Lavalley Lane
Burlington, VT 05401
BID

Bid Due Date: June 10, 2026

Description (Project Name— Include Location):

North Avenue Stormwater Improvements

BOND

Bond Number: N/A

Date: June 10, 2026

Penal sum Five Percent of the Attached bid \$ 5%
(Words) (Figures)

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

BIDDER

S.D. Ireland Brothers Corp.

(Seal)

Bidder's Name and Corporate Seal

By:

Scott D. Ireland

Signature

Scott D. Ireland

Print Name

President

Title

Attest:

Theresa Hernandez

Signature

Title Witness



SURETY

Swiss Re Corporate Solutions America Insurance Corp. (Seal)

Surety's Name and Corporate Seal

By:

Robin W. Faraone

Signature (Attach Power of Attorney)

Robin W. Faraone

Print Name

Attorney-in-Fact

Title

Attest:

Samantha Derenzo

Signature

Samantha Derenzo,
Surety Bond Administrator



Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

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

GENERAL POWER OF ATTORNEY

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

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

JOANNE VanDYK and SAMANTHA DERENZO

JOINTLY OR SEVERALLY

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

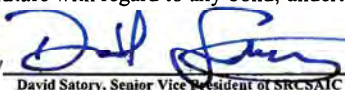
FIFTY MILLION (\$50,000,000.00) DOLLARS

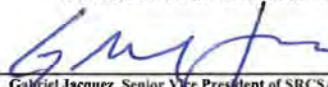
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated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

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

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



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

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



IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this
11th day of June, 2025.

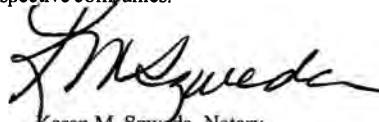
State of Illinois
County of Cook

SS

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

On this 11th day of June, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




Karen M. Szveda, Notary

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

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of June, 2026.


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

May 5, 2026

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

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

S.D. Ireland Brothers Corporation:

After review of your Prequalification of Construction Contractors Application, your company is considered **QUALIFIED** to bid projects for the City of Burlington and Patrick Leahy Burlington International Airport within your company's field of services and financial capabilities. This Prequalification is valid for a period of one year and will expire on May 4, 2027.

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

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

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

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

Sincerely,



Nic Longo
Director of Aviation



6/5/2026

PRODUCER		CONTACT NAME: Beth Miller	
Acrisure New England Partners Insurance Services, LLC 10 Research Parkway, Suite 400 Wallingford, CT 06492		PHONE (A/C, No, Ext): (802) 383-1644	
		FAX (A/C, No):	
		E-MAIL ADDRESS: bemiller@acrisure.com	
INSURED S D Ireland Concrete Construction Corporation S D Ireland Brothers Corporation P.O. Box 2286 South Burlington, VT 05407		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Hartford Fire Insurance Company	
		NAIC # 19682	
		INSURER B : Trumbull Insurance Company	
		NAIC # 27120	
		INSURER C : Hartford Casualty Insurance Company	
		NAIC # 29424	
		INSURER D : Hartford Insurance Company (USE ONLY FOR MULTIPLE HARTFO	
		NAIC # 00914	
		INSURER E : Lloyd's Syndicate 2987 - Brit Syndicate 2987	
		INSURER F :	

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				X	X	04UEABM5H8Z	2/1/2026	2/1/2027	EACH OCCURRENCE	\$ 2,000,000		
		CLAIMS-MADE	X	OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000		
											MED EXP (Any one person)	\$ 15,000		
											PERSONAL & ADV INJURY	\$ 2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE						\$ 4,000,000			
	X	POLICY	X	PRO-JECT	X						LOC	PRODUCTS - COMP/OP AGG	\$ 4,000,000	
		OTHER:									VERMONT POLLUTI	\$ 1,000,000		
B	AUTOMOBILE LIABILITY				X	X	04UEABM5HBB	2/1/2026	2/1/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000			
	X	ANY AUTO OWNED AUTOS ONLY								SCHEDULED AUTOS	BODILY INJURY (Per person)	\$		
		HIRED AUTOS ONLY								NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)	\$		
										PROPERTY DAMAGE (Per accident)	\$			
											\$			
											\$			
C	X	UMBRELLA LIAB		X	OCCUR	X	X	04RHABM5R8B	2/1/2026	2/1/2027	EACH OCCURRENCE	\$ 5,000,000		
		EXCESS LIAB			CLAIMS-MADE						AGGREGATE	\$ 5,000,000		
		DED	X	RETENTION \$ 10,000								\$		
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				N / A	X	04WEABM5H8S	2/1/2026	2/1/2027	X	PER STATUTE		OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (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	Professional Liabili						ANE2291	5/5/2026	5/5/2027	Ded. \$10,000 1,000,000				



Record Information

Search > Business Search > Record Information

Back

Business Name	Record Type
S. D. IRELAND BROTHERS CORPORATION	Domestic Business Corporation
Election Type	Record Number
N/A	113167
Record Status	Principal Office (Street Address)
Active – In Good Standing	20 Redimix Dr, Williston, VT, 05495 – 8185, USA
Mailing Address	Initial Filing Date
20 Redimix Dr, Williston, VT, 05495 – 8185, USA	03/22/1995

Annual Report Information	
Report Status	Reporting Period Opens
Due	01/01/2026
Fiscal Year End Month	
December	

Business Purpose (NAICS Codes)
237310–Highway, Street, and Bridge Construction

Registered Agent Information	
Agent Name	Agent Type
KIMBERLY IRELAND	Individual
Status	Resignation Date
Active	None
Registered Office (Street Address)	Mailing Address
193 INDUSTRIAL AVE, WILLISTON, VT, 05495, USA	PO BOX 2286, S BURLINGTON, VT, 05407, USA

Principal Information (8)	
Name	Capacity
STEPHEN D IRELAND	Director
Physical Address	Mailing Address
20 Redimix Dr, Williston, VT, 05495 – 8185, USA	20 Redimix Dr, Williston, VT, 05495 – 8185, USA
Name	Capacity
STEPHEN D IRELAND	Vice President
Physical Address	Mailing Address
20 Redimix Dr, Williston, VT, 05495 – 8185, USA	20 Redimix Dr, Williston, VT, 05495 – 8185, USA
Name	Capacity
SCOTT D IRELAND	President
Physical Address	Mailing Address
20 Redimix Dr, Williston, VT, 05495 – 8185, USA	20 Redimix Dr, Williston, VT, 05495 – 8185, USA
Name	Capacity

SOPHIE IRELAND		Treasurer	
Physical Address		Mailing Address	
20 Redimix Dr, Williston, VT, 05495 – 8185, USA		20 Redimix Dr, Williston, VT, 05495 – 8185, USA	
Name		Capacity	
SCOTT D IRELAND		Director	
Physical Address		Mailing Address	
20 Redimix Dr, Williston, VT, 05495 – 8185, USA		20 Redimix Dr, Williston, VT, 05495 – 8185, USA	
Name		Capacity	
SOPHIE IRELAND		Secretary	
Physical Address		Mailing Address	
20 Redimix Dr, Williston, VT, 05495 – 8185, USA		20 Redimix Dr, Williston, VT, 05495 – 8185, USA	
Name		Capacity	
KIMBERLY IRELAND		Vice President	
Physical Address		Mailing Address	
20 Redimix Dr, Williston, VT, 05495 – 8185, USA		20 Redimix Dr, Williston, VT, 05495 – 8185, USA	
Name		Capacity	
SHEA DAVID IRELAND		Vice President	
Physical Address		Mailing Address	
20 Redimix Dr, Williston, VT, 05495 – 8185, USA		PO Box 2286, South Burlington, VT, 04307, USA	

**SECTION 00451
QUALIFICATIONS STATEMENT**

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

1. SUBMITTED BY:

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

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

Physical: 20 Redimix Drive Williston, VT 05495

2. SUBMITTED TO:

City of Burlington Water Resources

3. SUBMITTED FOR:

Proposal City of Burlington Water Resources Distribution Rehabilitation

Owner: City of Burlington Water Resources

Project Name: City of Burlington North Avenue Stormwater Improvements Project

TYPE OF WORK:

Stormwater

4. CONTRACTOR'S CONTACT INFORMATION

Contact Person: Scott D. Ireland

Title: President

Phone: 802-316-6002

Email: sdi@sdireland.com

5. AFFILIATED COMPANIES:

Name:

Address:

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☒ CORPORATION

State of Organization:

Vermont

Date of Organization:

1995

Executive Officers:

- President:

Scott D. Ireland

- Vice President(s):

Stephen D. Ireland

Kimberly J. Ireland

- Treasurer:

Sophie D. Ireland

- Secretary:

Sophie D. Ireland

EJCDC® C-451, Qualifications Statement.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Page 2 of 8

☐ LIMITED LIABILITY COMPANY

State of Organization:

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

Joint Venture Managing Partner

- Name:

- Address:

7. LICENSING

Jurisdiction: N/A

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: N/A

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: Swiss Re Corporate Solutions America Insurance Corp.

Address: 1200 Main St, Suite 800

Kansas City, MO 64105

Bonding Agent: Acrisure New England

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

Contact Name: Robin Farone

Phone: 802-383-1663

Aggregate Bonding Capacity: 125 Million Aggregate

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

10. FINANCIAL INFORMATION

Financial Institution:	<u>Business Bank</u>
Address:	<u>30 Kimball Avenue, Suite 201</u>
	<u>South Burlington, VT 05403</u>
Account Manager:	<u>Geoffrey Hesslink</u>
Phone:	<u>802-343-4276</u>

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

11. CONSTRUCTION EXPERIENCE:

Current Experience:

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

Previous Experience:

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

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

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

☐ YES ☒ NO

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

12. SAFETY PROGRAM:

Name of Contractor's Safety Officer: Byron Furman

Include the following as attachments:

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

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

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

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

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

YEAR	<u>2026</u>	EMR	<u>.95</u>
YEAR	<u>2025</u>	EMR	<u>.94</u>
YEAR	<u>2024</u>	EMR	<u>.98</u>
YEAR	<u>2023</u>	EMR	<u>1.06</u>
YEAR	<u>2022</u>	EMR	<u>1.05</u>

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

YEAR	<u>2025</u>	TRFR	<u>3.88</u>
YEAR	<u>2024</u>	TRFR	<u>4.44</u>
YEAR	<u>2023</u>	TRFR	<u>8.97</u>
YEAR	<u>2022</u>	TRFR	<u>6.0</u>
YEAR	<u>2021</u>	TRFR	<u>5.25</u>

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

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

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

YEAR	<u>2025</u>	DART	<u>3.23</u>
YEAR	<u>2024</u>	DART	<u>3.69</u>
YEAR	<u>2023</u>	DART	<u>4.1</u>
YEAR	<u>2022</u>	DART	<u>2.25</u>
YEAR	<u>2021</u>	DART	<u>3.14</u>

13. EQUIPMENT:

MAJOR EQUIPMENT:

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

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

NAME OF ORGANIZATION: S.D. Ireland Brothers Corporation

BY: 

TITLE: Scott D. Ireland, President

DATED: 6/10/26

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME Scott D. Ireland, President on

THIS 10th DAY OF June, 2026


NOTARY PUBLIC - STATE OF Vermont

MY COMMISSION EXPIRES: 1/31/27



REQUIRED ATTACHMENTS

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

SCHEDULE A

CURRENT EXPERIENCE

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

Schedule A - Current Experience June 2026

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

Colchester HES NH 5600 – 14 C2 (Re-Ad)	VTrans Barre, VT Ph: 802-522-6155	5/25	\$22,474,000	27%
Mater Christi – Burlington	Trinity Building Group 586-200-2437	5/25	\$1,036,389	87%
NORTON BF 0321 (21) (RE-AD)	VTrans Barre, VT Ph: 802-522-6155	8/25	\$3,167,765	3%
A. Duie Pyle Milton	Geis Construction 216-372-0793	8/25	\$9,637,128	63%
PERRY CENTER - SHELBURNE MUSEUM	PC Construction Phone: 802-658-1400	6/25	\$1,057,550	42%
266 College Street Apartments	ReArch Company, LLC 802-863-8727	9/25	\$3,291,374	81%
Porters Point School Colchester	PC Construction Phone: 802-658-1400	11/25	\$2,054,521	23%
BTV BETA Hanger - Silver Maple	Silver Maple Construction 802-989-7677	11/25	\$1,886,151	72%
CSWD WILLISTON	ReArch Company, LLC 802-863-8727	11/25	\$3,550,000	45%
ST ALBANS HOUGHTON PARK CSO STORAGE TANK - CONTRACT 2	City of St. Albans 802-524-1500	10/25	\$2,853,170	3%
EAAFB ASP PH II Improvements	DEW Construction 802-497-7851	2/26	\$1,275,000	0%
South Burlington Paving	City of South Burlington 802-658-7961	4/26	\$1,120,739	0%
Windswept Meadows Glaser	Rivers Edge Building Development Ph: 802-872-5390	2/26	\$1,477,435	6%
City of Burlington CY26 Sidewalk	City of Burlington Laura Wheelock Phone: 802-338-2125 lwheelock@burlingtonvt.gov	5/26	\$1,466,727	0%
UVM Main Street Pond	UVM Planning, Design and Construction Adam Frazier 802-656-0785	5/26	\$1,699,000	0%
Global Foundries FAB 9	JE Dunn – Mason Ray Phone: 620-704-0906	5/26	\$875,000	0%

SCHEDULE B

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

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

SCHEDULE B

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

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

Schedule B - Previous Experience Completed in the past five (5) years.					
Contract Amount	Type of Work	% Subcon.	When Completed	Location	Contact Person, Name, Address & Telephone Number of Owner
\$ 2,045,129.00	Cambrian Rise	10%	2021	Burlington	Wright & Morrissey, So Burlington, VT
\$ 2,086,800.00	Burlington Sidewalks & Curbs	21%	2021	Burlington	City of Burlington Dept. of Public Works 645 Pine St, Suite A Burlington, VT
\$ 1,921,846.00	So Burlington /Town Office	8%	2021	So Burlington	Engelberth Construction, Colchester, VT
\$ 1,983,553.00	Ben & Jerry's Truck Access	23%	2021	Waterbury	Engelberth Construction, Colchester, VT
\$ 1,544,899.00	UHAUL WILLISTON	6%	2022	Williston	DEW Construction, Blair Park, Williston
\$ 1,602,210.00	284 Wade Pasture	5%	2022	Stowe	Dowbuilt Stowe
\$ 1,560,098.00	Haddad Subaru	8%	2022	St. Albans	Neagley & Chase South Burlington, VT
\$ 1,715,046.00	ST ALBANS TAP TA 15(3)	12%	2022	St. Albans	City of St. Albans
\$ 1,140,755.00	FLYNN & FLETCHER PUMP STATIONS	21%	2022	Burlington	City of Burlington Dept. of Public Works 645 Pine St, Suite A Burlington, VT
\$ 3,515,608.00	UVM FIRESTONE MEDICAL RESEARCH BUILDING	12%	2022	Burlington	PC Construction, So Burlington, VT 05403
\$ 1,983,552.00	BEN & JERRY'S TRUCK ACCESS ROAD	20%	2022	Waterbury	Engelberth Construction, Colchester, VT
\$ 1,441,267.00	TAXIWAY K & RUNWAY 01 PAPI RELOCATION	20%	2022	So Burlington	Burlington International Airport
\$ 1,293,651.00	VT DEPT OF MENTAL HEALTH RECOVERY RESIDENCE	10%	2023	Essex	PC Construction, So Burlington, VT 05403
\$ 8,308,108.00	SWANTON-ST JOHNSBURY STP LVRT (12)	20%	2023	Morrisville-Hardwick	Vtrans 219 No Main St Barre VT 05461
\$ 4,256,250.00	BETA FOUNDATION EXCAVATION & BACKFILL	15%	2023	So Burlington	PC Construction, So Burlington, VT 05403
\$ 3,073,390.00	CY22 STREET RECONSTRUCTION PROGRAM	10%	2022	Burlington	City of Burlington Public Works
\$ 4,795,263.00	ONLOGIC	20%	2023	So Burlington	ReArch South Burlington
\$ 1,634,688.00	UVM HILLS BUILDING	15%	2023	Burlington	Engelberth Construction, Colchester, VT
\$ 10,661,994.00	BETA 02.03 SITEWORK	15%	2023	So Burlington	PC Construction, So Burlington, VT 05403
\$ 3,041,563.00	BIA REHAB MARK LIGHT SIGN TWAY A & PAVE SHOULDERS	35%	2023	So Burlington	Burlington International Airport
\$ 556,083.00	CY23 SIDEWALK PROGRAM	10%	2023	Burlington	City of Burlington Public Works
\$ 837,000.00	Burlington City Arts	10%	2023	Burlington	Neagley & Chase South Burlington, VT
\$ 14,667,214.00	Richmond Culvert	10%	2023	Richmond	Vtrans 219 No Main St Barre VT 05461
\$ 3,797,598	Rehabilitate , Mark, Light and Sign Taxiway A	20%	2024	Burlington	McFarland Johnson
\$ 9,728,572.00	Colchester Crossover Utilities	10%	2024	Colchester	Vtrans 219 No Main St Barre VT 05461
\$ 1,408,073.00	Kelly's Field Senior Housing	5%	2024	Hinesburg	J.A. Morrissey Inc.
\$ 1,273,884.00	Lake & Maple Apartments	5%	2024	St. Albans	Wright & Morrissey, So Burlington, VT
\$ 1,308,000.00	Colchester Recreation Center	10%	2024	Colchester	Engelberth Construction, Colchester, VT
\$ 1,006,822.00	BACON STREET PROPERTIES LLC	7%	2024	Burlington	Stewart Construction
\$ 1,683,100.00	UVM Bioresearch Parking Lot & Electrical Upgrade	10%	2024	Burlington	UVM
\$ 797,722.00	NORTH DORSET FAMILY HOUSING	3%	2024	South Burlington	Stewart Construction
\$ 577,800.00	10th Calvary Apartments	5%	2024	Colchester	Engelberth Construction, Colchester, VT
\$ 1,042,806.00	WOODBURY ER P23 (653) - CULVERT REPLACEMENT	12%	2024	Woodbury	Vtrans 219 No Main St Barre VT 05461
\$ 10,259,000.00	Champlain Parkway Phase I	5%	2024	Burlington	City of Burlington
\$ 11,100,000.00	City Place Burlington	10%	2024	Burlington	City Place Partners
\$ 1,540,557.00	125 Cambrian Way Building M	30%	2025	Burlington	125 Cambrian Way LLC
\$ 797,722.00	LARKIN NO DORSET FAMILY HOUSING	0%	2025	South Burlington	Stewart Construction
\$ 2,578,725.00	CHT/Pomerleau Gravel Wetland	0%	2025	Burlington	Pomerleau Real Estate
\$ 10,979,469.00	BTV RW 15-33 Mill & Overlay	10%	2025	Burlington	Patrick Leahy Burlington International Airport
\$ 1,854,250.00	ST ALBANS-RICHFORD STP MVRT(1)	0%	2025	St. Albans	VTrans 219 No Main St Barre VT 05461
\$ 846,000.00	CITY OF BURLINGTON CY 25 SIDEWALK PROGRAM	0%	2025	Burlington	City of Burlington Public Works
\$ 1,316,786.00	Iroquois Avenue Waterline	0%	2025	Essex Junction	Village of Essex Junction Public Works
\$ 3,815,606.00	CSWD Recycling Facility	0%	2026	Williston	ReArch 88 Technology Park Way #2 South Burlington, VT 05403
\$ 10,862,866.00	A. Duie Pyle Milton	10%	2026	Milton	Geis Construction 10020 Aurora Hudson Rd Streetsboro OH 44241
\$ 8,250,000.00	Burlington Square North Building	10%	2026	Burlington	City Place Partners
\$ 22,713,160.00	Colchester HES NH 5600 - 14 C2 RE-AD-Exit 16 Double Diamond	15%	2027	Colchester	VTrans 219 No Main St Barre VT 05461
Updated 4/10/26					

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE
See attached equipment list			

ASSET LIST
S.D. Ireland Brothers Corporation - December 31, 2025

Assets: 640 of 644 Included
Include: Active assets ONLY
Method: BOOK - Std Conventions Applied

Sort #1: Asset A/C#

Date Acq	Description	Status
Asset A/C#: 10520 - EQUIPMENT		
12/31/1996	[LKT000011] TRADED 12/28/12 NBV-F 0.00	A
12/31/1996	97 - CAT D5CIII DOZER - UNIT #17	A
12/31/1996	96 CAT 315-L EXCAVATOR - UNIT #21	A
12/31/1996	97 CAT D5CIII DOZER - UNIT #19	A
01/15/1997	1964 TROJAN LOADER MODEL 404	A
01/27/1997	1997 CAT 928-G LOADER - UNIT #22	A
02/06/1997	1996 CAT D5M DOZER - UNIT #23	A
02/16/1997	[LKT000013] TRADED 05/29/13 NBV-B 31914.25	A
03/13/1997	97 CAT 928G LOADER - UNIT #24	A
03/31/1997	97 CAT 928G LOADER - Unit #26	A
04/11/1997	BNR600 SUPERPAC ROLLER - UNIT #43	A
04/11/1997	BNR 540PC ROLLER - UNIT #72	A
07/30/1997	[LKT000003] TRADED 11/12/02 NBV-B 0.00	A
10/31/1997	BOMAG BW213D VIB ROLLER - UNIT #31	A
10/31/1997	BOMAG DW172D VIB ROLLER - UNIT #33	A
10/31/1997	HUBER M700 MG GRADER - UNIT #36	A
10/31/1997	94 CAT D250D END DUMP - UNIT #35	A
12/13/1997	1997 CAT IT28G LOADER - UNIT #39	A
12/13/1997	97 CAT 312BL EXCAVATOR - UNIT #38	A
03/31/1998	97 CAT M318 EXCAVATOR - UNIT #46	A
03/31/1998	97 Cat D8R DOZER - UNIT #45	A
11/24/1998	[LKT000006] TRADED 12/28/10 NBV-F 0.00	A
12/07/1998	98 CAT D5C HST DOZER - UNIT #48	A
12/23/1998	98CAT 311B EXCAVATOR - UNIT #47	A
05/24/1999	99 CAT IT24F LOADER - UNIT #52	A
06/24/1999	99 CAT 315BL EXCAVATOR - UNIT #55	A
06/24/1999	99 CAT 325BL EXCAVATOR - UNIT #50	A
06/24/1999	99 CAT D5C DOZER - UNIT #51	A
08/25/1999	99 CAT TH63 TELE HANDLER	A
12/06/1999	KOBELCO SK70SR -UNIT #57	A
01/05/2000	00 CAT TH83 TELE HANDLER	A
01/05/2000	[LKT000012] TRADED 12/28/12 NBV-F 0.00	A
01/28/2000	LINK-BELT LS-138H II - UNIT #65	A
03/30/2000	99 CAT 330BL EXCAVATOR - UNIT #56	A
04/06/2000	99 CAT 924G LOADER - UNIT #60	A
04/28/2000	CAT D5C DOZER - UINT #61	A
06/06/2000	130G MOTOR GRADER - UNIT #62	A
06/09/2000	00 CAT 924G LOADER - UNIT #63	A
12/20/2000	00 CAT 320CL EXCAVATOR - UNIT #67	A
03/15/2001	POWER CURBER - UNIT #77	A
04/01/2001	[LKT000009] TRADED 12/28/11 NBV-B 19500.00	A
04/30/2001	[LKT000007] TRADED 05/19/11 NBV-B 63500.00	A
05/17/2001	330BL EXCAVATOR - UNIT #70	A
05/17/2001	325BL EXCAVATOR - UNIT #69	A
05/17/2001	D5C DOZER - UNIT # 71	A
05/17/2001	950F LOADER - UNIT # 73	A
05/17/2001	[LKT000008] TRADED 05/31/11 NBV-B 4300.00	A
06/01/2001	1999 HYPAC ROLLER - UNIT # 75	A
08/10/2001	D5C DOZER - UNIT # 64	A
08/10/2001	315 BL EXCAVATOR - UNIT #66	A
09/17/2001	M65 CONVEYOR - UNIT # 84	A
09/17/2001	T4026 CONVEYOR - UNIT # 85	A
10/01/2001	VOLVO EC210LC EXCAVATOR - UNIT # 86	A
11/13/2001	PRO-TECH 12' SNO PUSHER	A
11/13/2001	PRO-TECH 12' SNO PUSHER	A
11/13/2001	PRO-TECH 12' SNO PUSHER	A
11/21/2001	GRADELIGHT 2500 GRADE LASER	A
11/27/2001	CAT 924G LOADER - UNIT #49	A
11/27/2001	CAT D5C DOZER - UNIT # 34	A
12/13/2001	2001 BOBCAT 863H - UNIT # 53	A
12/13/2001	84" BOBCAT BROOM	A
12/13/2001	84" BOBCAT BROOM	A
12/13/2001	73" BOBCAT SNOWBLOWER	A
12/13/2001	BOBCAT CAB FOR 763G	A
12/31/2001	2000 CAT 315CL EXCAVATOR - UNIT # 54	A
12/31/2001	2000 CAT 980G LOADER - UNIT #83	A
12/31/2001	2000 CAT 924G LOADER - UNIT #88	A
01/01/2002	DUOPACK MODEL DR1500 VIBRATORY ROLLER	A
01/01/2002	14.5 SNOW PUSHER SN: 352600	A
01/03/2002	CONVEYOR #65300001	A
01/03/2002	CONVEYOR #65300002	A
04/09/2002	ATLASCOP MODEL 185CFM COMPRESSOR	A
04/15/2002	BL PEGSON 32X44 P-TRK QMO12493	A

ASSET LIST
S.D. Ireland Brothers Corporation - December 31, 2025

Assets: 640 of 644 Included
Include: Active assets ONLY
Method: BOOK - Std Conventions Applied

Sort #1: Asset A/C#

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

ASSET LIST
S.D. Ireland Brothers Corporation - December 31, 2025

Assets: 640 of 644 Included
Include: Active assets ONLY
Method: BOOK - Std Conventions Applied

Sort #1: Asset A/C#

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

ASSET LIST
S.D. Ireland Brothers Corporation - December 31, 2025

Assets: 640 of 644 Included
Include: Active assets ONLY
Method: BOOK - Std Conventions Applied

Sort #1: Asset A/C#

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

ASSET LIST
S.D. Ireland Brothers Corporation - December 31, 2025

Assets: 640 of 644 Included
Include: Active assets ONLY
Method: BOOK - Std Conventions Applied

Sort #1: Asset A/C#

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

ASSET LIST
S.D. Ireland Brothers Corporation - December 31, 2025

Assets: 640 of 644 Included
Include: Active assets ONLY
Method: BOOK - Std Conventions Applied

Sort #1: Asset A/C#

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

ASSET LIST
S.D. Ireland Brothers Corporation - December 31, 2025

Assets: 640 of 644 Included
Include: Active assets ONLY
Method: BOOK - Std Conventions Applied

Sort #1: Asset A/C#

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

ASSET LIST
S.D. Ireland Brothers Corporation - December 31, 2025

Assets: 640 of 644 Included
 Include: Active assets ONLY
 Method: BOOK - Std Conventions Applied

Sort #1: Asset A/C#

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

ASSET LIST
S.D. Ireland Brothers Corporation - December 31, 2025

Assets: 640 of 644 Included
Include: Active assets ONLY
Method: BOOK - Std Conventions Applied

Sort #1: Asset A/C#

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

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

I, Scott D. Ireland, on behalf of S.D. Ireland Brothers Corp. ("the Contractor"), in connection with a contract for North Ave. Stormwater Improvements

services to be provided to the City of Burlington ("the City"), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City's Livable Wage Ordinance ("LWO"), B.C.O. 21-80 et seq., and that:

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Employees are entitled to 12 days of paid time off per year, which may be prorated subject to B.C.O. Sec. 21-82(c); and
 - (b) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$19.90 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$22.11 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

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

Date: 6/10/26

By:  Scott D. Ireland, President
Contractor, or its duly authorized agent

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

ATTACHMENT

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

I, Scott D. Ireland, President, on behalf of S.D. Ireland Brothers Corporation

(Contractor) and in connection with the

North Ave. Stormwater Improvements [project].

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

Dated at Williston, Vermont this 10th day of June, 20 26

By: 
Duly Authorized Agent Scott D. Ireland, President

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

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

Dated at Williston, Vermont this 10th day of June, 2026

By: 
Duly Authorized Agent Scott D. Ireland, President

ATTACHMENT B

BURLINGTON
VERMONT

GOVERNMENT

DEPARTMENTS

RESIDENTS

ONLINE SERVICES

Search...



STATUS: **CLOSED**

City of Burlington VT RFPQ Citywide Residential Recycling Collection Services

The City of Burlington is requesting multiple quotes for the contracted collection of citywide residential recycling for the periods starting 1 January 1, 2026, and... [\[Read on\]](#)

STATUS: **CLOSED**

Citywide Residential Recycling Collection Services

The City of Burlington is requesting multiple quotes for the contracted collection of citywide residential recycling for the periods starting January 1, 2027, and continuing... [\[Read on\]](#)

STATUS: **CLOSED**

Construction of a Subsurface Infiltration Retrofit Project at Lakeview Cemetery at 455 North Ave

WRD is seeking Contractors to submit their qualifications and cost proposal for the construction of a subsurface infiltration retrofit project located at the Lakeview... [\[Read on\]](#)

STATUS: **CLOSED**

Closes: 12/18/2024 11:59 PM

STATUS: **CLOSED**

Closes: 8/16/2025 12:00 PM

STATUS: **CLOSED**

Closes: 11/14/2025 2:00 PM

STATUS: **CLOSED**

Closes: 6/10/2026 1:00 PM

BURLINGTON
VERMONT

GOVERNMENT

DEPARTMENTS

RESIDENTS

ONLINE SERVICES

Search...



Consulting Agreement Documents & Forms

Sign Up to receive a text message or email when new bids are added!

Bid Title:Construction of a Subsurface Infiltration Retrofit Project at Lakeview Cemetery at 455 North Ave

Category:Current Requests for Quotes, Proposals and Bids

Status:Closed

Description:
WRD is seeking Contractors to submit their qualifications and cost proposal for the construction of a subsurface infiltration retrofit project located at the Lakeview Cemetery at 455 North Avenue in the City of Burlington. The City is seeking qualified construction teams that can perform all aspects of the retrofit project including excavation, traffic control, site maintenance, tree removal, landscaping, installation of subsurface stormwater infiltration systems, installation of subsurface infrastructure, installation of curbing, sidewalks, fencing, paving restoration, connecting to existing City subsurface sewage and stormwater infrastructure and all other tasks necessary for a complete project in accordance with the contract documents. Contract Drawings accompany these bid documents which depict the proposed work.

Publication Date/Time:
5/19/2026 1:00 PM

Closing Date/Time:

Print





-- List Open Bids --

- > Search
- > Register My Business
- > My Account
- > Update My Business

- ▶ Frequently Asked Questions
- ▶ Vermont APEX Accelerator

[PRINT FRIENDLY VERSION](#)

Close Date: 7/15/2026 2:00:00 PM

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT (“Agreement”) is entered into as of the 28 day of April, 2025 (the “Execution Date”), by and between the City of Burlington, a Vermont municipal corporation (the “City”), acting by and through its Department of Parks, Recreation and Waterfront (“PR&W”) and its Department of Public Works Water Resources Division (“DPW-WR”) and BC Community Housing, LLC, a Vermont limited liability company (“BCCH”), and their respective successors and assigns (hereafter, PR&W, DPW-WR and BCCH may be collectively referred to as the “Parties”).

RECITALS

WHEREAS, BCCH is constructing their planned community property development (“Cambrian Rise”) located at 351-375 North Avenue in the City; and

WHEREAS, the City’s combined sewer collection system has capacity constraints that must be considered when planning for significant increases to wastewater connections; and

WHEREAS, BCCH is projected to increase wastewater flows to the City’s collection system by at least 170,000 gallons by the completion of the Cambrian Rise development project; and

WHEREAS, in accordance with the DPW-WR’s CSO Offset Policy to offset the total increase in wastewater flow to the combined sewer system BCCH is required to implement off-site stormwater reductions (“Offset Project”); and

WHEREAS, BCCH requested to connect portions of their wastewater flow to the City’s combined sewer collection system prior to the construction of the Offset Project; and

WHEREAS, the DPW-WR can allow the connection of some portion of the total wastewater from the Cambrian Rise project, if certain conditions are met; and

WHEREAS, BCCH has designed a stormwater infiltration system which collects stormwater runoff from North Avenue and infiltrates up to the 10-year, 24-hour storm and which exceeds the reductions required for the Cambrian Rise development project; and

WHEREAS, the system DPW-WR has identified this as a cost-effective opportunity to partner on a project that achieves further stormwater reductions beyond those needed by the BCCH project in support of the City’s combined sewer stormwater reduction goals; and

WHEREAS, DPW-WR and BCCH have identified Lakeview Cemetery as the best location for BCCH to construct underground stormwater infiltration tanks to infiltrate stormwater runoff from North Avenue and to reduce stormwater contributions to the combined sewer system; and

WHEREAS, the City, through PR&W, owns Lakeview Cemetery, 455 North Ave; and

ESB

WHEREAS, there is no direct benefit to Lakeview Cemetery or PR&W from the underground stormwater infiltration units; and

WHEREAS, the use of the Lakeview Cemetery property reduces construction and long-term costs of the Offset Project; and

WHEREAS, in consideration for the use of the Lakeview Cemetery property, BCCH desires to construct surface improvements that benefit Lakeview Cemetery and that reduce costs to the City's taxpayers; and

WHEREAS, the City desires to accept said improvements in consideration for the use of its property;

NOW THEREFORE, for good and valuable consideration and mutual promises and obligations taken by each, and intending to be bound hereby, the Parties agree as follows:

1. Preliminary Wastewater Connection

- a. The City will accept sanitary sewer flow from Building C (9,660 gpd) and Building M (22,155 gpd) of the Cambrian Rise condominium as depicted in the project plat recorded in the City of Burlington Land Records in map slide 535D ("Plat") and as described in the Declaration of Condominium recorded in Volume 1393, page 122 in the City's Land Records, via the Pump Station prior to the construction of the Offset Project, provided that flow monitoring equipment is installed, prior to the connection of the Pump Station and operation, in accordance with this MOU.
- b. BCCH will not connect any other wastewater flow to the City's sewer system until the Offset Project is constructed and in service.

2. Flow Monitoring

- a. In consideration of the City's participation in the Offset Project and acceptance of BCCH's flows, BCCH will install manhole monitoring equipment in the receiving manhole for the Cambrian Rise's sanitary sewer flows, SM-1103, and will configure and operate the Cambrian Rise pump station (the "Pump Station") in accordance with the following performance requirements for the period of its ownership:
 - i. The manhole monitoring equipment and flow control system shall trigger the Pump Station to turn off operation when the City's gravity pipe system reaches 75% capacity as monitored in SM-1103 and to store flow in the Pump Station storage tanks.
 - ii. The Pump Station shall remain offline until flows recede in the City's collection system, at which time the Pump Station may resume normal operation.
 - iii. The system shall be configured to notify the property manager and their contracted sewage hauling contractor when the Pump Station storage tanks hit a storage level that allows for sufficient time for the contractor to respond without risking a discharge from the system.
 - iv. Flow monitoring equipment shall be tested in the presence of DPW-WR staff to ensure operation in accordance with the Flow Monitoring section herein



- v. An installation and testing certification shall be signed by BCCH and DPW-WR prior to connection of the flow.
- b. If the City determines that the flow monitoring system meets the foregoing performance requirements, then DPW-WR will assume ownership of the flow monitoring equipment and any monitoring contracts upon acceptance of the Street Right of Way for the streets in which Pump Station and collection system infrastructure exist, known as West Road and South Road as shown on the Plat, and which ownership shall be noted of record in connection with the acceptance of the Street Right of Way.

3. Offset Project

- a. BCCH will submit final plans and basis of design documentation related to the Offset Project to DPW-WR for review prior to bidding for construction. Bid documents shall require the contractor to provide one hundred percent (100%) payment and performance bonds from a surety licensed in the State of Vermont, which shall name the City as a beneficiary in addition to the requirements set forth in Section 4 herein.
- b. BCCH will share the bid cost with DPW-WR prior to awarding the bid to confirm funding availability for the DPW-WR portion of the Offset Project.
- c. BCCH shall not be permitted to commence any construction activities for the Offset Project until DPW-WR shall have approved the Construction Documents, which approval will not be unreasonably withheld or delayed.
- d. BCCH will submit an installation certification and as-builts prepared by a licensed PE to DPW-WR verifying that the system was constructed per the final approved plans.
- e. Upon receipt of items in 3d above, DPW-WR will reimburse BCCH for costs to construct the portion of the project above those required by BCCH to achieve a 2.588 cubic foot per second (cfs) flow reduction during the 10-year, 24-hour storm. DPW-WR will reimburse up to 54.83% of the construction costs, up to \$275,000. In the event that BCCH development requests additional wastewater flow capacity, the percentage for the cost-share will be adjusted accordingly. Cost-share above \$275,000 will require an amendment to this MOU.
- f. BCCH must operate and maintain the Offset Project for a 1-year warranty period. Alternatively, DPW-WR will operate the project provided that the warranty obligation is secured in a manner reasonably acceptable to the City through a bond from a surety licensed in the State of Vermont, letter of credit from an investment-grade bank, insured certificate of deposit, or other reasonable security. Said security shall not be released without the City's written certification that the Offset Project is clean and is operating as designed and that no defects are present. Following the 1-year warranty period, BCCH shall submit a stormwater inspection report certifying that the Offset Project stormwater infiltration system is operating as designed and provide records of stormwater maintenance conducted.
- g. The Parties agree that at the acceptance of the stormwater inspection report and acceptance of the 1-year warranty period of the infrastructure and associated systems as further described as the Offset Project, all stormwater infrastructure and associated systems installed upon the premises described in the plans on file with DPW, shall become the property of DPW-WR including maintenance and long-term asset management of the stormwater infrastructure, and BCCH shall relinquish any

ownership interest in the same. PR&W and/or their designee shall be responsible for general maintenance. BCCH agrees that in the event of a failure and/or in the event that repairs become necessary due to BCCH's negligence during the design and installation process, BCCH agrees and accepts that all costs associated with such shall be borne by it.

4. Lakeview Cemetery Improvements

- a. The Parties agree that the Offset Project will include the improvements to the Lakeview Cemetery property in consideration of using the site for the construction of subsurface infiltration systems, as depicted in the plans on file with DPW. Any changes to said plans shall require the City's review and approval, subject to the City's reasonable discretion.
- b. BCCH will construct the Offset Project to minimize impacts on the use of the Lakeview office during construction.
- c. In consideration of the right to access PR& W's City property, BCCH agrees as follows:
 - i. It shall accept the condition of City property AS-IS, WITH ALL FAULTS.
 - ii. It shall repair any damage to City property to as close as reasonably possible to its condition prior to any damage caused by BCCH or its agents, employees, or contractors and their subcontractors at any tier.
 - iii. To the extent any damage cannot be repaired to its prior condition, it will compensate the City to the extent of the loss.
 - iv. It shall hold harmless, indemnify, and defend the City and its officers, agents, and employees as set forth in Exhibit C-1.
 - v. It shall provide insurance in minimum amounts as set forth in Exhibit C-1, hereto.
 - vi. It shall require its contractor and the contractor's subcontractors at every tier to meet the foregoing requirements.
 - vii. It shall obtain from the contractor one hundred percent (100%) payment and performance bonds from a Vermont licensed surety, which shall name the City as a beneficiary thereof.
- d. BCCH will coordinate all aspects of the construction activities as noted in the approved plans on file with DPW.
- e. BCCH will bid out the work to allow for a 2025 completion of the project in accordance and compliance with the City's spending and procurement policies.
- f. Weekly, throughout the construction process, BCCH and BCCH's general contractor shall invite PR&W and its agents to attend construction meetings, and shall afford PR&W and its agents with full and complete access to the work so that PR&W and its agents have the opportunity to effectively inspect the work during business hours and before work is covered to determine whether it is being constructed in accordance with the approved plans and specifications.
- g. BCCH and DPW-WR shall cover all costs associated with the installation of the stormwater infiltration system along with covering all excavation, paving and landscaping costs associated with the Lakeview Cemetery improvements as noted in the plans on file with DPW.

EST

- h. PR&W is not entitled to seek reimbursement from BCCH or DPW-WR for costs associated with PR&W staff participating in the design and construction of the Paved Path.
- i. BCCH and DPW-WR warrants to PR&W that all systems and associated infrastructure shall be designed and installed in accordance and compliance with professional standards. BCCH warrants that all systems are good in working order and expressly warrants against defects of any kind or nature. Within the aforementioned 1-year warranty period, BCCH shall be liable to PR&W for all costs and damages, direct or indirect, arising from BCCH's design or installation of the infrastructure and associated systems.
- j. The Parties agree that, as of the Execution Date, BCCH, and their respective agents and employees, shall have the right to enter the Cemetery for purposes of producing the Construction Documents. After the Parties shall have agreed on the Construction Documents but prior to constructing the improvements, PR&W will grant BCCH and its contractors a temporary construction easement to enter upon the Cemetery for the purpose of constructing the improvements, which shall include additional terms and conditions typical of projects in which a third party constructs municipal infrastructure. A copy of such temporary construction easement is incorporated as part of this Agreement and appended as Exhibit B.

5. Designated Representatives.

Eric Farrell shall be BCCH's designated representative.

Cindi Wight shall be PR&W's designated representative.

Ashley Walenty and Megan Moir shall be the DPW-WR's designated representatives.

The Parties may change designated representatives by notice.

6. Resolution of Disagreement Between the Parties.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, the breach thereof, the Parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation in accordance with the laws of the State of Vermont, as a condition precedent to arbitration or the institution of legal proceedings by either party. Requests for mediation shall be filed in writing with the other party. The Parties shall share the mediator's fee and any filing fees equally. The mediator shall be chosen by agreement of the Parties, and in the event the Parties cannot agree on a mediator, then the Parties shall serially exchange lists of three acceptable mediators, and the first person to appear on both lists shall be selected as the sole mediator of the dispute. The Parties and mediator shall schedule the mediation to be held within 60 calendar days of the negotiation meeting. The mediation shall be held in Chittenden County, Vermont, unless another location is mutually agreed upon.

If the Parties fail to resolve the dispute through mediation, then (1) if the Parties agree to arbitrate the dispute they shall submit the matter to binding arbitration by a single arbitrator, or (2) a party may seek an adjudicated resolution through a court of competent jurisdiction. The Parties consent to the inclusion in any mediation, arbitration, or litigation (by consolidation, joinder, or any other manner) third parties substantially involved in a question of law or fact common to a dispute between the Parties under this Agreement. This paragraph of dispute resolution provisions shall survive expiration or termination of this Agreement.

During any period in which the parties are attempting to resolve their dispute through negotiated settlement or mediation, any applicable statute of limitations shall toll. Nothing in this section shall bar either party from seeking emergency relief from a court of competent jurisdiction without first attempting in good faith to resolve the parties dispute informally.

7. Notices

Any notice required to be given by the terms of this Agreement shall be in writing, and if mailed, deemed received three (3) days after deposit in the United States Mail, sent by first class, postage prepaid, if sent by Federal Express or nationally recognized overnight courier, the next business day, addressed as follows:

If to BCCH: BC Community Housing, LLC
Attn: Eric Farrell
P.O. Box 1335
Burlington, VT 05402-1335
efarrell@farrellpropertiesvt.com

With a copy to: Judith L. Zullo, Esq.
Doremus Kantor & Zullo
346 Shelburne Road, Ste. 603
P.O. Box 445
Burlington, VT 05402-0445
jzullo@dkzlegal.com

If to PR&W: City of Burlington
Dept. of Parks, Recreation and Waterfront
Attn: Cindi Wight, Director
645 Pine Street
Burlington, VT 05401
cwight@burlingtonvt.gov

If to DPW: City of Burlington
Dept. of Public Works
Water Resources
Attn: Megan Moir
235 Penny Lane
Burlington, VT 05401



mmoisr@burlingtonvt.gov

With a copy to: City Attorney
City of Burlington Attorney's Office
149 Church Street
Burlington, VT 05401
city_attorneys@burlingtonvt.gov

or to such other address as a Party may provide by giving notice as set forth herein. Email addresses provided herein are for convenience only and email notices shall not be effective unless acknowledged by the receiving Party. Copies of any notice to counsel listed above is for convenience only and shall not be effective notice under this Agreement.

8. Disclaimer

Nothing contained herein is intended to supersede, modify or otherwise alter the Development Agreement or any other agreements entered into between BCCH and the City.

9. Miscellaneous

a. Amendment. This Agreement may not be amended except by an instrument in writing signed by the Parties, and no claimed amendment, modification, termination or waiver shall be binding unless in writing and signed by the party against whom such claimed amendment, modification, termination or waiver is sought to be enforced

b. Succession. This Agreement shall be binding upon the heirs, administrators, executors, successors and permitted assigns of the Parties hereto.

c. Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Vermont, notwithstanding conflicts of law principles. Venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any law to the contrary.

d. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall continue in force and effect to the extent necessary to effectuate the original intent of the parties as closely as possible.

e. Interpretation. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements with respect to the same, whether written, oral, or implied. There are no third-party intended beneficiaries of this Agreement. This Agreement shall not be construed against its drafter. No assignment or amendment to this Agreement shall be valid unless in writing and, in case of an amendment, executed by both parties. No waiver shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision.



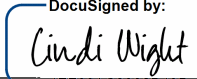
f. Agreement Documents; Recitals. The Agreement documents listed following the signatures below are incorporated herein by this reference. In case of any conflict between any standard condition and this Agreement, this Agreement shall control. The Recitals above are true and correct and are incorporated herein by this reference.

g. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be treated for all purposes as an original. A signed copy of this Agreement, a facsimile copy of this Agreement or a digitally signed copy of this Agreement may be treated for all purposes as an original.

IN WITNESS WHEREOF, the Parties, by their respective duly authorized agents, have executed this Agreement as of the date set forth above.

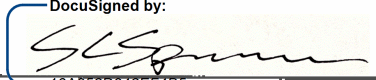
CITY OF BURLINGTON

By: Department of Parks, Recreation
and Waterfront

By: 
Cindi Wight, Director

CITY OF BURLINGTON

By: Department of Public Works

By: 
Chapin Spencer, Director

BC COMMUNITY HOUSING, LLC

By: EF Farrell, LLC, General Member

By: 
Eric F. Farrell, Sole Member of
EF Farrell, LLC

LIST OF EXHIBITS for MOU Related to Coordination of work at Cemetery Office

- Exhibit A: BCCH's scope of work
- Exhibit B: Temporary construction easement dated [DATE]
- Exhibit C: Standard Contractor Conditions
- Exhibit D: BCCH's certificate of insurance



Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Ashley Walenty & Megan Moir

Title/Subject: Construction Contract Award for North Ave Stormwater Improvements

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

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	6/23/2026	Chapin Spencer
Mayor's Office informed and approved memo	Yes	6/23/2026	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	6/23/2026	Jessica Brown
CAO has reviewed budget, financing, and memo	Yes	6/23/2026	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?	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.

Resolution Relating to

AUTHORIZATION TO ENTER INTO A CAPITAL LEASE
PURCHASE AGREEMENT WITH M&T BANK FOR
AIRPORT IMPROVEMENTS

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:

- 1 That WHEREAS, the City of Burlington, Vermont (the “City”) owns and operates the Patrick Leahy
- 2 Burlington International Airport (the “Airport”); and
- 3 WHEREAS, Section 48(50) of the City Charter authorizes the City to acquire and hold by lease,
- 4 purchase, or gift and to maintain a public aviation field and municipal airport and to properly equip the same
- 5 for use, and to manage and control such aviation field and its equipment; and
- 6 WHEREAS, Section 276(2) of the City Charter gives the City Council the exclusive general
- 7 management and control of all lands owned or leased and used by the City for the purpose of a municipal
- 8 airport, and of all buildings, property, and equipment of the City thereon, and authorizes the City Council to
- 9 see that the same are kept in good condition and repair; and
- 10 WHEREAS, Section 64b(b) of the City Charter authorizes and empowers the City to improve its
- 11 airport for the purposes of providing expanded service and facilities to the users of the airport; and
- 12 WHEREAS, Section 55 of the City Charter grants the City Council the exclusive power to authorize a
- 13 sale or lease of any real or personal estate belonging to the City; and
- 14 WHEREAS, the Airport’s existing maintenance and storage building does not provide adequate
- 15 storage to protect the Airport’s snow removal equipment, as required by Federal Aviation Administration
- 16 (“FAA”) regulations; and
- 17 WHEREAS, the City desires to finance the construction of a new snow removal equipment building to
- 18 replace its current maintenance and storage building in order to meet FAA regulations (the “Project”) though
- 19 lease financing, pursuant to which the City will (i) enter into a ground lease for the real property where the
- 20 Project will be constructed (the “Property”) with the financial institution providing the lease financing (the
- 21 “Lessor”); (ii) construct the Project using the proceeds of the lease financing; and (iii) enter into a lease-
- 22 purchase agreement with the Lessor to lease back the Property and the improvements thereon, with the City
- 23 making lease payments, subject to annual appropriation by the City Council, and acquiring ownership upon
- 24 repayment in full of the lease financing; and
- 25 WHEREAS, the City and the Airport have solicited proposals from qualified financial institutions to

26 provide for such lease financing (the “Financing”); and

27 WHEREAS, the Airport has selected M&T Bank’s proposal as the best proposal for the Financing; and

28 WHEREAS, the City expects that the FAA will authorize the collection of Passenger Facility Charges
29 (“PFCs”) to reimburse the City for the cost of the Project and that the same is expected to be pledged for the
30 repayment of the Financing;

31 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby determines that it is in the
32 City’s best interests to finance the Project through a lease financing agreement, in an amount not to exceed
33 \$26,500,000, at an interest rate not to exceed 6.00% per annum, for a term not to exceed twenty (20) years,
34 and where the lease payments shall be subject to annual appropriation by the City Council; and

35 BE IT FURTHER RESOLVED that the City is authorized to open a construction account with M&T
36 Bank or Zions Bancorporation, National Association to hold the proceeds of the Financing during the
37 construction of the Project; and

38 BE IT FURTHER RESOLVED that the ground lease and lease-purchase agreement with M&T Bank
39 (the “Lease Documents”) in substantially the form presented to the City Council are approved and that the
40 Mayor and Chief Administrative Officer are authorized to execute, acknowledge and deliver the such Lease
41 Documents (with such changes as the Mayor and the Chief Administrative Officer may deem necessary and in
42 the City’s best interest) and to affix the City’s official seal to the Lease Documents and attest to the same, it
43 being understood that, pursuant to Section 55 of the City Charter, the signature of the Mayor shall be required
44 on the Lease Documents; and

45 BE IT FURTHER RESOLVED that the Mayor, Chief Administrative Officer, Director of Finance,
46 Assistant Director of Finance, and the Director of Aviation of the Airport (the “Authorized Officers”) are, and
47 each one of them individually is, authorized to execute, acknowledge and deliver any additional agreements,
48 certificates, and documents related to the Lease Documents that such Authorized Officer deems to be
49 necessary and desirable in connection with the Financing, all subject to the prior review and approval of the
50 City Attorney or Bond Counsel to the City; and

51 BE IT FURTHER RESOLVED that the Authorized Officers are hereby authorized and directed to
52 execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and
53 to do or cause to be done any and all other acts and things necessary to properly carry out this resolution and
54 the closing of the Financing for the Project; and

55 BE IT FURTHER RESOLVED that the Fiscal Year 2027 budget for the Airport adopted by the City
56 Council includes an appropriation for an amount sufficient to make the lease payment for Fiscal Year 2027
57 under the Lease Documents; and

58 BE IT FURTHER RESOLVED that to the extent permitted by applicable law, the City Council hereby
59 appropriates any PFCs authorized by the FAA in connection with the Project and collected by the Airport for
60 the payment of the Financing; and

61 BE IT FURTHER RESOLVED that the City Council ratifies the actions taken by City officers in
62 connection with obtaining the Financing.

63

64

65 TM/Resolutions 2026/Authorization to Enter into a Capital Lease Purchase Agreement with M&T Bank for Airport Improvements
66 6/29/26

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

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

DATE: June 29, 2026
July 13, 2026

SUBJECT: Request to Accept and Execute a Lease-Finance Agreement and a Contract Agreement with Engelberth Construction, Inc (ECI) for the construction of the Snow Removal Equipment (SRE) building and execute a Contract Agreement with Passero Associates, Inc (PA) for the construction oversight services of the SRE building.

REQUEST

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

1. Execute an Agreement with Engelberth Construction, Inc (ECI) for the construction of the SRE building.
2. Execute an Agreement with Passero Associates, Inc (PA) for the construction oversight services of the SRE building.
3. Execute a Lease-Finance Agreement with M&T Bank for the construction financing of the SRE building.
4. Create a budget neutral capital project to the Fiscal Year 2027 BTV Airport Improvement Project Fund related to this construction project to increase lease proceeds and capital expenditures by \$26,500,000

Background Information-Project Description

This project is the result of the SRE Building Alternatives Study which determined the project parameters, identified the site along with building design layout that has been chosen by BTV. The SRE building will be constructed near Taxiway G in the northwest corner of the field at the Airport to meet

the applicable FAA advisory circulars for Snow Removal Equipment Buildings and Airfield Design. The construction will consist of a building with approximately 44,500 SF of gross floor area, an estimated 137,000 SF asphalt apron to support equipment and vehicle parking and movement around the building, and an access road to connect the apron to Taxiway Golf. The relocation of FAA equipment that is required to be moved due to the addition of this new building. The FAA granted funds to accomplish the alternatives study and design of this relocation.

The construction of the SRE building requires the relocation of conduit that is owned by the FAA. This consists of the FAA Administrative oversight and review of design and construction aspects related to this conduit relocation. FAA is the owner of the conduit requiring this oversight.

PROJECT APPROACH

Engelberth Construction, Inc. was selected through a competitive bid process in January 2026. There was a total of 3 bids. ECI was the lowest responsive, responsible comprehensive bid.

Passero Associates (PA) was selected to provide the construction oversight through the Airport's 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 qualification-based process with an independent fee estimate (IFE) is completed for projects. Anything over \$100,000.00 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed a record of negotiations (RON) is completed if needed, dependent on the results of the IFE.

Benefits:

The FAA requires that certain equipment that is funded with FAA grants to be stored in an enclosed building. BTV has been challenged by this requirement because the existing maintenance and storage building was not sized to accommodate the required equipment to house this airport equipment needed for snow removal events. The equipment includes, but is not limited to, large front-end loaders, very large multi-tasking equipment which includes a plow, sweeper and blower, snow blower trucks and plow trucks. This new facility will allow us to meet this requirement.

Funding:

The funding will consist of a fifteen-year lease/finance. The funding is backed and will be paid for primarily (85.61%) with the Airport's passenger facilities charges (PFC). The remaining 14.39% will be paid from our airfield operating budget. The Airport has prepared a new PFC application which would allow the Airport to use PFC funds for lease payments. The Airport expects to receive FAA approval by July 15th. The Airport issued a request for lease proposals for the project in May, and received two proposals June 4th. The Airport selected M&T Bank as the best proposal. M&T Bank

quoted a 4.88% interest rate. The Airport is working with the City Attorney Office, Thomas Melloni from Paul Frank & Collins, and PFM to structure the actual Lease. The final lease document will be subject to approval by the City Attorney's office.

Budget FY 2027:

The FY 2027 budget needs to be amended to reflect the lease proceeds and related construction capital expenditures. Regarding the FY 2027 lease principal and interest payments, these were already included in our annual Airport budget request submitted to the City.

Org Set	GL Account	Account Name	Increase
Expense			
422-35-700-914	9500_110	Capital Expenditures	\$ 26,500,000
		Total Expense	\$ 26,500,000
Revenues			
422-35-700-914	4870	Lease proceeds	\$ 26,500,000
		Total Revenues	\$ 26,500,000

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 Engelberth Construction, Inc. for up to \$24,284,655.63 with a 3.3% contingency for an amount up to \$25,087,498 for the construction of the Snow Removal Equipment Building (SRE), and any other related documents necessary or convenient to effect the transaction, subject to review and approval as to form by the City Attorney's Office."
2. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract agreement with Passero Associates, Inc. for up to \$1,367,300.00 with a 3.3% contingency for an amount up to \$1,412,502 for the for the construction oversight services of the Snow Removal Equipment Building (SRE) construction, and any other related documents necessary or convenient to effect the transaction, subject to review and approval as to form by the City Attorney's Office."

3. “To approve and recommend that the City Council authorize the Director of Aviation to execute a lease/finance agreement with M&T Bank in the amount of \$25,651,955.63 with a 3.3% contingency for an amount up to \$26,500,000 for the oversight and construction of the Snow Removal Equipment Building (SRE), any other related documents necessary or convenient to effect the transaction, subject to review and approval as to form by legal counsel”
4. “To approve and recommend that the City Council authorize the Director of Aviation to take such further actions, and to approve such further instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby.”
5. To approve and recommend that the City Council waive the reading and adopt the attached resolution.

City Council

1. “To authorize the Director of Aviation to execute a contract agreement with Engelberth Construction, Inc. for up to \$24,284,655.63 with a 3.3% contingency for an amount up to \$25,087,498 for the construction of the Snow Removal Equipment Building (SRE), and any other related documents necessary or convenient to effect the transaction, subject to review and approval as form by the City Attorney’s Office.”
2. “To authorize the Director of Aviation to execute a contract agreement with Passero Associates, Inc. for up to \$1,367,300.00 with a 3.3% contingency for an amount up to \$1,412,502 for the for the construction oversight services of the Snow Removal Equipment Building (SRE) construction, and any other related documents necessary or convenient to effect the transaction subject to review and approval as to form by the City Attorney’s Office.”
3. “To authorize the Director of Aviation to execute a lease/finance agreement with M&T Bank in the amount of \$25,651,955.63 with a 3.3% contingency for an amount up to \$26,500,000 for the oversight and construction of the Snow Removal Equipment Building (SRE), and any other related documents necessary or convenient to effect the transaction, subject to review and approval as to form by legal counsel.”
4. “To authorize the Director of Aviation to take such further actions, and to approve such further

instruments approved as to form by the City Attorney, as may be necessary or convenient to effectuate the transactions contemplated hereby.”

5. To waive the reading and adopt the attached resolution.







CITY OF BURLINGTON
DRAFT CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered into by and between the City of Burlington, Vermont ("the City"), and Engelberth Construction, Inc. ("Contractor"), a Vermont corporation located at 150 Water Tower Circle, Colchester, Vermont.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "Contract Documents" means all the documents identified in Section 7.A.
- B. "Effective Date" means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. "Party" means the City or Contractor, and "Parties" means the City and Contractor.
- D. "Project" means the Construction of the Snow Removal Equipment (SRE) Building.
- 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.
- F. "**City**" The City is the Project Owner and is an entity identified as such throughout the Contract Documents. The City shall designate in writing a representative who shall have express authority to bind the City with respect to all matters requiring the City's approval or authorization. The City's Designated Representative is a person empowered and duly authorized to make decisions on behalf of the City concerning estimates and schedules, construction budgets and Changes in the Work. The Contractor may rely on any order, consent, or approval given to the Contractor by such person.

City's Designated Representative

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

- G. "**Contractor**" The Contractor is an entity identified as such throughout the Contract Documents. The Contractor's Designated Representative is a person empowered and duly authorized to make decisions on behalf of the Contractor. The Contractor's shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract.

Contractor's Designated Representative

Brendan Jones, Project Manager
150 Water Tower Circle, Suite 101
Colchester, VT 05446

2. RECITALS

- A. Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Purpose.** The City seeks to employ the Contractor to construct a stand-alone one-story 43,000+/- sf pre-engineered metal building to provide direct access to the primary taxiway and fully within the secure perimeter of the airport to house parking spaces for 23 vehicles, including Multi-Task Equipment (MTE), plows, blowers, and loaders, office and support spaces for airport maintenance staff, and a new fuel island and separate material storage building to hold sand and runway de-icing materials.

3. EFFECTIVE DATE & TERM

- A. Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.
- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on final acceptance by the City, unless sooner terminated as provided herein. Contractor shall complete the Work no later than five hundred seventy-five (575) calendar days after the Date of Commencement, subject to extensions of time granted pursuant to Owner-approved Change Orders in accordance with the Contract Documents. As stated in the Contract Documents, provisions of this Contract relating to indemnification, defense, release of liability, or warranty shall survive termination hereof.
- C. Liquidated Damages for Contractor's Delay.** Except for delays caused primarily by the City's own fault, and except in case of a force majeure event promptly reported to the City as required in the Contract Documents, if the Work is not completed by the foregoing date, the City shall be entitled to assess liquidated damages in an amount up to \$3000 per day for each business day that the completion of the Work is delayed.
- D. Limitation on City's Delay Damages** the City is not responsible for payment of

damages for: (1) delays not caused by the City's sole fault, (2) delays caused by force majeure events beyond the City's reasonable control, or (3) suspension of Work by the City in its sole discretion up to ninety (90) days or as otherwise agreed by Contractor, as described in the Contract Documents.

4. SCOPE OF WORK

Contractor shall construct the Project in accordance with all the provisions hereof, including with the Contract Documents and the plans, specifications, and technical details on-file with the City and referenced or included in the Request for Price Quotations November 19, 2025, including any addenda thereto), all of which are incorporated herein by this reference as though fully set forth. The Work shall be done to the reasonable satisfaction of the Owner's Representative, and final acceptance shall not occur until the Owner's Representative determines that the Work is in conformance with the Contract Documents.

5. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Bid Proposal) dated January 16, 2026, subject to the Maximum Limiting Amount in Paragraph C, below.

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

- B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents [or as follows. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under Subsection E Applications for Payment 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 **Twenty-Four Million Three Hundred Ninety-Two Thousand Thirty-Eight \$24,392,038.00 Dollars**, subject to additions and deletions as provided in the Contract Documents. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.
- D. Changes in the Work:** The City may, without invalidating the Contract, order Changes in the Work within the general scope of the Contract consisting of additions and deletions or other revisions. The City shall issue such changes in writing. Change Orders that reflect an increase in the Contract Sum will be equal to the Contractor's net cost of the increased Scope of Work, plus ten (10%) percent for overhead and profit. Deductive Change Orders shall be based on the decreased Cost of the Work only.
- E. Applications for Payment.** Contractor shall submit a detailed Schedule of Values with each Application for Payment. Applications for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work. The Schedule of Values shall be prepared in such form,

and supported by such data to substantiate its accuracy, as the Owner may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment. 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 & Project Manager
Patrick Leahy Burlington International Airport
1200 Airport Drive
South Burlington, VT 05403
mreagan@btv.aero

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.

- F. Retainage and Lien Releases.** Retainage shall be withheld on the Contractor's Applications for Payment until final completion and acceptance of the Project, and completion of all Punchlist Items. The City's Designated Representative and the Contractor shall agree upon a mutually acceptable procedure for reduction of retention for subcontractors. Early reduction of retainage for select subcontractors shall be based upon completion dates and performance and shall be solely at the discretion and approval of the City. Progress payments and final payment shall not be made without submission of completed lien releases. Five percent (5%) of the total contract amount due shall be withheld as retainage until final acceptance of the work and receipt of final lien releases.

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENCE

- 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: Invitation to bid, dated November 19, 2025, as amended and agreed upon by the parties.

Attachment B: Contractor's Bid Form, as amended and agreed upon by the parties.

Attachment C: Burlington Standard Provisions for Construction Contracts, as amended and agreed upon by the parties.

Attachment C-1: Insurance and Indemnification Provisions, as amended and agreed upon by the parties.

Attachment C-2: Federal Contract Requirements (combine with Attachment A, and not re-attached to executed agreement except that all executed certifications shall be attached to Attachment B)

Attachment C-3: FAA General & Special Conditions (combined with Attachment A, and not re-attached to executed agreement)

Attachment D: Livable Wage Certification

Attachment E: Outsourcing Certification

Attachment F: Union Deterrence Certification

Attachment G: Contractor's Certificate of Insurance

Attachment H: Form of Lien Releases

Attachment I: Contractor's Payment & Performance Bonds

- B. Order of Precedence.** This Contract shall govern over the other Contract Documents; plans, technical specifications, and technical details shall govern over other provisions; and the remaining Contract Documents shall govern over conflicting provisions of Contractor's Bid, Subcontractor's List, and Schedule.

8. Permits: The Contractor acknowledges and agrees that compliance with properly issued permits is a condition for commencing with any portion of the Work. The Contractor shall only proceed with Work for which the appropriate permit has been issued in accordance with the applicable regulations and as required by law.

— 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
Engelberth Construction, Inc.

By: _____
Pierre G. LeBlanc, President

Date: _____

City of Burlington
Department of Aviation

By: _____
Nic Longo, Director of Aviation

Date: _____

Attachment A:
Invitation for Bid, dated November 19, 2025

(Noted sections of the Invitation for Bids to be Inserted on following pages)

The Requirement to comply with 49 USC § 50101, BABA-related sections of the Invitation to Bid, are excluded and are not incorporated into this Agreement. The excluded sections are stricken and follow:

Invitation to Bid

- BP-47, Section K. Certificate of Buy American Compliance for Manufactured Products

Attachment C-2 Federal Contract Requirements

- FP-2, A4 BUY AMERICAN PREFERENCE
- FP-3, Section A4.3.2 Certification of Compliance with FAA Buy American Preference Construction Projects
- FP-5, Section A3.3.3 Certification of Compliance with FAA Buy American Preference Equipment/Building Projects.

**Attachment B:
Contractor's Bid Form**

(Completed Bid Forms to be Inserted on following pages, including federal certifications)

- BP-24 and BP-26 of the Completed Bid Forms are amended for correction.

- BP-47 Section K. Certificate of Buy American Compliance for Manufactured Products and Bid Submission Checklist Section K. are excluded and do not apply to this agreement.

Attachment C:
Burlington Standard Contract Provisions for Construction Contracts

**ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS FOR
CONSTRUCTION CONTRACTORS**

1. DEFINITIONS:

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

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

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

4. CONFLICT OF INTEREST: The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its subcontractors, if any.

5. PERSONNEL REQUIREMENTS AND CONDITIONS: A Contractor shall employ only qualified personnel with responsible authority to supervise the work. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

- 1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.
- 2. Any City employees so involved within one (1) year of termination of employment with the City.

The Contractor warrants that no company or person has been employed or retained (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Contractor to be paid, other than a bona fide employee working solely for the Contractor, any fee, commission,

percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. For breach or violation of this warranty, the City shall have the right to annul the Contract, without liability to the City, and to regain all costs incurred by the City in the performance of the Contract.

The City reserves the right to require removal of any person employed by a Contractor from work related to the Contract, for misconduct, incompetence, or negligence, in the opinion of the City, in the due and proper performance of Contractor's duties, or who neglects or refuses to comply with the requirements of the Contract.

6. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
7. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and any subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions, and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its subcontractors and any other person performing work under this Contract.
8. **INSPECTION OF WORK:** The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site.

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

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

The City shall provide the land and/or construction easements for the land upon which the Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage

of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

10. PROTECTION OF PROPERTY:

- A. In General: Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.
- B. Underpinning and Shoring: Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.
- C. Damage to Utilities: Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the city department, utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

11. PUBLIC RELATIONS: Throughout the performance of the Contract, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Contractor agrees that any work will be done with minimum damage to the property and disturbance to the owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.

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

13. APPEARANCES:

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

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

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

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

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

- 14. RESPONSIBILITY OF COST:** The Contractor shall furnish and pay the cost, including taxes (except tax-exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full-time on-site superintendence during any construction activity, labor, tools, equipment, and transportation. The Contractor shall perform all the Work required for the construction of all items listed and itemized under Attachment A (Request for Proposals) and Attachment B (Contractor's Response to Request for Proposals) and in strict accordance with the Contract Documents and any amendments thereto and any approved supplemental plans and specifications. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge, including no mechanic's lien, to be fixed on the property of the City.

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

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

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

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

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

- 16. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS:** If Contractor knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Contractor shall immediately give the City written notice thereof. Contractor shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the Contract Documents or that Contractor may proceed without any modification being made to Contract Documents.
- 17. NON-APPROPRIATION:** The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.
- 18. CHANGE ORDERS & AMENDMENTS:** No changes or amendments to the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor. All changes affecting the Project's construction cost, length of time, or modifications of the terms or conditions of the Contract, must be authorized by means of a written Contract Change Order which is mutually agreed to by the City and Contractor. The Contract Change Order will include extra Work, Work for which quantities have been altered from those shown in the Bid Schedule, as well as decreases or increases in the quantities of installed units from those shown in the Bid Schedule because of final measurements. All changes must be recorded on a Contract Change Order (which form is part of these Contract

Documents) and fully executed before they can be included in a partial payment estimate. Changes for Work, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.

- 19. EXTENSION OF TIME:** The Contractor agrees to prosecute the work continuously and diligently, and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. The Contractor may request an extension of time for such delays or hindrances, if any.

Time extensions may be granted by amendment only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

The City may suspend the work or any portion thereof for a period of not more than ninety (90) days at its discretion or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension.

20. PUBLIC HEALTH EMERGENCY:

- A. Compliance with Mandates and Guidance:** The Contractor is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.
- B. Creation of Public Health Emergency Plan:** For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City. The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.
- a. **Public Health Emergency Plan:** The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor’s workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
 - b. **Review and Acceptance of Plan:**

- i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
- ii. The City shall have sole discretion to require changes to the plan.
- iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

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

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

22. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, require or agree to changes, or additions to or deletions from the originally contemplated scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement, by one or more of the following:

1. Fixed Price. By a price that is not subject to any adjustment on the basis of the Contractor's expenses experienced in performing the work. The Contractor is fully responsible for all costs and resulting profit or loss.
2. Rate Schedule. By unit prices designated in the Contract, or by unit prices covered under any subsequent contracts.
3. Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

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

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

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

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

City.

- 25. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or any performance or payment bond.
- 26. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed in the course of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 27. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractor under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 28. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 29. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, electronic data media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any

audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and any time within the aforementioned retention period. Copies of all of the above-mentioned information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, subcontractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

30. WARRANTY: In addition to any warranty provided by the manufacturer or distributor, Contractor guarantees the Work performed, and all materials or equipment furnished, to be free from defects in material and workmanship for a minimum period of one (1) year from the date of the City's acceptance of completion. The Contractor's warranty is not intended and shall not be interpreted as a limitation upon the City's rights or a waiver of manufacturer and distributor warranties, any subcontractor warranties, or any other warranties provided in connection with the Work.

Contractor, at its own expense, shall make any repairs, or replacement necessary to correct these defects to the satisfaction of the City.

This warranty of material and workmanship applies only:

1. To the property only as long as it remains in the possession of the City.
2. To the Work that has not been subject to accident, misuse, or abuse by someone other than the Contractor.
3. To the Work that has not been modified, altered, defaced, or had repairs made or attempted by someone other than the Contractor.
4. If the Contractor is immediately notified in writing within ten (10) days of first knowledge of the defect by the City.
5. If the Contractor is given the first opportunity to make any repairs, replacements, or corrections to the defective construction at no cost to the City within a reasonable period of time.

Under no circumstances shall Contractor be liable by virtue of this warranty or otherwise for damage to any person or property whatsoever for any special, indirect, secondary or consequential damages of any nature however arising out of the use or inability to use because of the construction defect.

If the Contractor is unable, after receipt of two (2) written notices given to Contractor by the

City, to successfully repair or replace the labor, equipment, or materials within six (6) months of the second notice, then the District's repair and replace warranty shall be deemed to have failed and the City's rights and remedies shall not be limited by the provisions of this section.

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

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

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

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, and the Contractor has satisfactorily performed all obligations in accordance with the Contract Documents, payment to the Contractor will be made promptly for all direct costs incurred 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, plus a reasonable fee for overhead and profit. 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 plus a reasonable fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

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

workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 18-20.

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

- ii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iii. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- iv. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

35. SAFETY REQUIREMENTS: The Contractor shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any VOSHA (Vermont OSHA) Safety and Health requirements, including the provision and use of appropriate safety equipment and practices.

The Contractor, and not the City, shall be responsible for the safety, efficiency, and adequacy of Contractor's or its subcontractors' plant, appliances, equipment, vehicles, and methods, and for any damages, which may result from their failure or their improper construction, maintenance or operation.

36. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Contractor will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any subcontractors, shall

comply with any Federal, State, or local law, statute, regulation, executive order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

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

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

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

40. ASSIGNMENT: Contractor shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subcontractor is approved, Contractor shall be responsible and liable for all acts or omissions of that subcontractor for any Work performed. If any subcontractor is approved, Contractor shall be responsible to ensure that the subcontractor is paid as agreed and that no lien is placed on any City property.

41. TRANSFERS, SUBLETTING, ASSIGNMENTS, ETC: Contractor shall not assign, sublet, or transfer any interest in the work, covered by this Contract, without prior written consent of the City and further, if any subcontractor participates in any work involving additional services, the estimated extent and cost of the contemplated work must receive prior written consent of the City. The approval or consent to assign or sublet any portion of the work, shall in no way relieve the Contractor of responsibility for the performance of that portion of the work so transferred. The form of the subcontractor's contract shall be as developed by the Contractor and approved by the City. The Contractor shall ensure that insurance coverage exists for any operations to be performed by any subcontractor as specified in the insurance requirements section of this Contract.

The services of the Contractor, to be performed under the Contract, shall not be transferred without written authorization of the City. Any authorized sub-contracts shall contain all of the same provisions contained in and attached to the original Contract with the City.

42. CONTINUING OBLIGATIONS: The Contractor agrees that if because of death, disability, or other

occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Contractor is unable to satisfactorily execute the Contract.

43. INTERPRETATION & IMPLEMENTATION: Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.

44. ARM'S LENGTH: This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Contractor.

45. RELATIONSHIP: The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Contractor understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

46. CHOICE OF LAW: Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract, notwithstanding conflicts of law principles. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

47. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.

48. BINDING EFFECT AND CONTINUITY: This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

- 49. SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract or the Contract Documents shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.
- 50. ENTIRE CONTRACT & AGREEMENT:** This Contract, including the Contract Documents, constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.
- 51. APPENDICES:** The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.
- 52. NO THIRD-PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.
- 53. WAIVER:** Notwithstanding the passage of time, a Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- 54. FEDERAL CONTRACT REQUIREMENTS:** The federal contract requirements attached hereto as Attachment C-2, and the FAA General & Special Conditions attached as Attachment C-3, are incorporated herein by this reference.
- 55. SCHEDULES:** The Contractor shall prepare and submit for the City's information a Schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project.
- 56. SUBMITTALS:** Prior to submission of any Submittals, the Contractor shall prepare a Submittal schedule, and submit the schedule for the City's approval. The City's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Contractor's schedule (2) allow the City reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. The City shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the

purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Contract Documents, all of which remain the responsibility of the Contractor as required by the Contract Documents. The City's action will be taken in accordance with the submittal schedule approved by the City or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the City's judgment to permit adequate review.

- 57. CONSTRUCTION DOCUMENTS:** The Construction Documents shall establish the quality levels of materials and systems required. The Contractor shall provide the Construction Documents to the City for the City's information. If the City discovers any deviations between the Construction Documents and the Contract Documents, the City shall promptly notify the Contractor of such deviations in writing. The Construction Documents shall not modify the Contract Documents unless the City and Contractor execute a Modification. The failure of the City to discover any such deviations shall not relieve the Contractor of the obligation to perform the Work in accordance with the Contract Documents.
- 58. PERMITS:** The Contractor shall secure the building permit and any municipal, local and state permits necessary for the proper execution and completion of the Work and which are legally required. The Contractor has included the cost of the South Burlington Construction Permit in the Contract Price. The Contractor shall secure and pay for all sub-trade permits necessary for proper execution of the Work and Substantial Completion of the Project.
- 59. TESTS AND INSPECTIONS:** Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Owner shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals.
- 60. CONCEALED OR UNKNOWN CONDITIONS:** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the City before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The City shall promptly investigate such conditions and, if the City determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the City determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the City shall promptly notify the Contractor in writing, stating the reasons.

61. HAZARDOUS MATERIALS: The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the City and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

62. The City shall not be responsible for materials or substances the Contractor brings to the site unless such materials or substances are required. The Contractor shall indemnify the City for the cost and expense the City incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations, except to the extent that the cost and expense are due to the City's fault or negligence.

63. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the City shall indemnify the Contractor for all cost and expense thereby incurred.

64. TIME LIMIT ON CLAIMS: The City and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract within the time period specified by applicable law, but in any case, not more than 10 years after the date of Substantial Completion of the Work.

65. DISPUTE RESOLUTION:

Any Claim between the City and Contractor shall be resolved in accordance with the provisions set forth in this section. For any Claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be as follows:

☒ Litigation in a court of competent jurisdiction

66. MEDIATION: If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions between the parties, the parties agree to endeavor to settle the dispute by mediation as a condition precedent to litigation. Either party may commence mediation by providing to the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. Mediation shall commence within thirty (30) days of notice to the other party. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs.

The mediation shall be conducted in Burlington, Vermont unless another location is mutually agreed upon. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

**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) Contractor shall cause each Subcontractor to purchase and maintain in full force and effect policies of insurance as specified in this exhibit, except for coverage limits, which shall be agreed upon between Owner and 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
- b. Pollution Liability (Contractor's) – Included or \$1,000,000

F. Builder's Risk & Property:

1. Subject to an Owner directed Change Order increasing the Contract Sum, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount

of the initial Contract Sum. Property insurance shall be on an “all-risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. This insurance shall include the interests of the Owner, Contractor, Subcontractors and Sub-Subcontractors in the project as their interests may appear. If the property insurance requires deductibles, the Owner shall pay costs on paid claims not covered because of such deductibles, except to the extent that the Contractor, any direct or lower tier subcontractor, or any other party for whom the Contractor is responsible caused the loss, and to the extent this exception applies, the Contractor shall pay the deductible with its own funds outside the Contract Sum.

The City and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained or other property insurance applicable to the Work. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

G. Umbrella/Excess Liability:

1. \$25,000,000 Each Event Limit
2. \$10,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Pollution, 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 and errors & omissions/professional 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 (except errors & omissions/professional liability) 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.

- H. PAYMENT, PERFORMANCE AND WARRANTY BOND:** The Contractor shall obtain and maintain the required insurance and furnish bonds guaranteeing the faithful performance of the Contract and payment of all related obligations, as specified in the bidding requirements or Contract Documents, effective as of the date the Contract is executed. Upon request by any individual or entity that may be a beneficiary of such

payment bonds, the Contractor shall promptly provide a copy of the bond or authorize its release.

- I. **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 C-2:
Federal Contract Requirements

Attachment C-3

FAA General Contract Provisions

Attachment D:

Livable Wage Certification

(Completed Forms to be Inserted on following pages)

Attachment E:

Outsourcing Certification

(Completed Forms to be Inserted on following page)

Attachment F:

Union Deterrence Certification (Completed Forms to be Inserted on following page)

Attachment G:

Contractor's Certificate of Insurance
(Completed Insurance to be Inserted on following pages)

Attachment H:

Form of Lien Releases

(Completed Forms to be Inserted on following pages)

Attachment I:

Contractor's Payment & Performance Bonds

(Completed Bonds to be Inserted on following pages)

SNOW REMOVAL EQUIPMENT BUILDING
PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT (BTV)

LEASE-PURCHASE AGREEMENT

\$[26,500,000]

CITY OF BURLINGTON, VERMONT

AND

M&T BANK

THIS LEASE-PURCHASE AGREEMENT (this “Lease Agreement”) dated as of July ___, 2026 (the “Effective Date”) by and between M&T Bank, a banking corporation with a business address of 77 Pine Street, Burlington, Vermont (the “Lessor”) and the City of Burlington, Vermont, a municipal corporation, organized and existing under and by virtue of the laws of the State of Vermont and operating a municipal airport (the “City”).

WITNESSETH:

That for and in consideration of the mutual promises and agreements herein contained, and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Lease, have the meanings herein specified.

“Additional Rental Payments” mean those payments to be paid by the City to the Lessor in an amount sufficient to pay any taxes, assessment charges, utility charges, maintenance and repair costs of the Project.

“Airport” means the Patrick Leahy Burlington International Airport owned and operated by the City.

“Airport General Bond Resolution” means the City of Burlington General Bond Resolution Authorizing the Issuance of Airport Revenue Bonds adopted May 6, 1997, as the same may be amended and supplemented.

“Aviation Director” means the duly appointed Director of Aviation at the Airport.

“Base Rental Payments” mean those payments required to be paid by the City to the Lessor, as assignee of the Lessor, as rent for the use and occupancy of the Leased Premises, excluding any Additional Rental Payments.

“Bond Counsel” means initially Paul Frank + Collins P.C. or such other attorney or other firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions (including the tax status of interest thereon) is nationally recognized.

“Business Day” shall mean calendar days other than (a) Saturdays, Sundays, legal holidays in the State of Vermont, and (b) days on which banks are not authorized to be open for business in the State of Vermont, the City of Burlington, Vermont, or New York, New York.

“Construction Fund” means an interest bearing account in the name of the City to be established and held at [REDACTED]¹ and used by the City for the construction, acquisition and installation of the Facilities.

“FAA” means the Federal Aviation Administration and any successor federal aviation agency.

“Facilities” means the Snow Removal Equipment (SRE) building and facility to be constructed and used by the City, together with all structures and improvements related thereto, as more particularly identified in Exhibit B, attached hereto and incorporated by reference.

“Fiscal Year” means the fiscal year as established from time to time by the City, being on the date hereof, the period from July 1 to and including the following June 30.

“Lease Term” means the term of this Lease as provided in Section 2.3 hereof.

“Leased Premises” means the Site and the Facilities.

“Lessor” means M&T Bank, and its successors and assigns.

“PFC Revenues” means the Passenger Facility Charges authorized by the FAA with respect to the Facilities.

“Project” means the construction, acquisition, installation, improvement, and equipping of the Facilities on the Site to serve the Airport.

“Site” means that certain real property located in the City of Burlington, Vermont consisting of real property on which the Facilities are located, and more particularly described in Exhibit “A” attached hereto and incorporated herein by reference.

“Site Lease” means that certain Site Lease dated as of even date hereof, between the City, as lessor of the Site, and the Lessor, as lessee of the Site and the Facilities, as amended or supplemented.

“Taxable Event” means the occurrence after the date of this Lease Agreement of a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining that the interest component of the Base Rental Payments paid or payable under this Lease Agreement is or was includable in the gross income of Lessor for federal income tax purposes; provided that no such decree, judgment, or action will be considered final for this purpose, however, unless the City has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of Lessor, and until the conclusion of any appellate review, if sought. A Taxable Event does not include and is not triggered by a change in law by U.S. Congress that causes the interest to be includable in Lessor’s gross income.

¹ To be determined.

Section 1.2. Exhibits. The following exhibits are attached to, and by reference made apart of, this Lease.

Exhibit A: Site Description

Exhibit B: Description of Facilities

Exhibit C: Schedule of Base Rental Payments.

ARTICLE II GRANTING PROVISIONS

Section 2.1. Deposit of Moneys; Construction and Acquisition of Project.

(a) On the Effective Date, the Lessor shall cause to be deposited into the Construction Fund the sum of \$[26,500,000]. The Lessor agrees to acquire, or cause the acquisition of, the Project, pursuant to the Site Lease, and to enter into this Lease Agreement. The Lessor shall use the Leased Premises solely for leasing to the City pursuant to this Agreement; provided, however, that in the event of default by the City hereunder, or upon an Event of Nonappropriation (defined herein), the Lessor may exclude the City from use of the Leased Premises and exercise any of its remedies as provided in Article VI hereof.

(b) Lessor hereby appoints the City as its agent to carry out the acquisition, construction and installation of the Project.

(c) The City, as agent of the Lessor, may enter into any purchase order, payment agreement, service contract, insurance contract, delivery agreement or installation contract required for acquisition, purchase, operation, maintenance, repair, installation, and replacement of the Facilities. The Lessor shall have no responsibility as to the acquisition, purchase, operation, maintenance, repair, installation, and replacement of the Facilities.

(d) The City, as agent of the Lessor, shall have sole responsibility for and shall supervise the purchase, acquisition, operation, maintenance, repair, installation and replacement of any part of the Project. The City shall monitor the performance by any vendor, contractor, supplier, or installer to the extent the City deems appropriate.

(e) Payment of the costs of acquiring the Project shall be made from the moneys deposited in the Construction Fund.

(f) The Lessor hereby assigns to the City all rights and powers to enforce in its own name or the name of the Lessor such purchase orders or construction contracts as are required for the acquisition, construction, operation, maintenance, repair, and installation of the Project and all warranties and guarantees with respect thereto which enforcement may be at law or in equity.

(g) The City shall pay the Lessor a one-time administrative fee of \$20,000, due upon the execution and delivery of this Lease Agreement. The City shall reimburse the Lessor for legal

fees reasonably incurred in connection with this Lease Agreement in an amount not to exceed \$2,000.

(h) This Lease Agreement is subject to the approval of the collection of the PFC Revenues for the Facilities by the FAA.

(i) The City shall provide the Lessor with an opinion of Bond Counsel as to the exclusion from gross income of the interest component of the Base Rental Payments.

Section 2.2. Granting of Leasehold Estate.

(a) The Lessor hereby rents, leases, lets and agrees to lease and sell to the City, and the City hereby rents, leases and hires from the Lessor, the Project, for the rental payments and upon and subject to the terms and conditions herein contained.

(b) The leasing by the Lessor to the City of the Leased Premises shall not effect or result in a merger of the City's leasehold estate pursuant to this Lease and any fee interest in the Leased Premises pursuant to the terms of the Site Lease, throughout the term of the Site Lease and this Lease Agreement. As to the Leased Premises leased under the Site Lease, this Lease Agreement shall be deemed to and constitute a sublease.

Section 2.3. Lease Term.

(a) This Lease Agreement shall become effective upon the Effective Date, and subject to earlier termination upon payment in full of all remaining Base Rental Payments and all other amounts due under this Lease Agreement, shall terminate on [August 1, 2041].

(b) Notwithstanding the foregoing, this Lease is subject to annual appropriation by the City and the City shall be obligated only to pay Base Rental Payments pursuant to the Lease Agreement as may lawfully be made from (i) funds budgeted and appropriated for that purpose during the City's then-current Fiscal Year (July 1 to June 30 of each year), or (ii) funds made available from any lawful source.

(c) In the event the City fails, before the last day of the then-current Fiscal Year, to appropriate funds to enable payment of the Base Rental Payments to become due during the next succeeding Fiscal Year, the Lease Agreement shall terminate on the last day of the then-current Fiscal Year without penalty or expense to the City of any kind whatsoever, and the City's rights to possession of the Project shall cease on such date.

Section 2.4. Possession and Use of the Leased Premises.

(a) The Lessor covenants and agrees that as long as the City shall not be in default under this Lease Agreement, the City shall have sole and exclusive possession of the Leased Premises and shall and may peaceably and quietly have, hold and enjoy the Leased Premises during the Lease Term. The Lessor covenants and agrees that it will not take any action, other than pursuant to Article VI of this Lease Agreement, to prevent the City from having quiet and peaceable possession and enjoyment of the Leased Premises during the Lease Term and will, at

the request of the City, cooperate with the City in order that the City may have quiet and peaceable possession and enjoyment of the Leased Premises and will defend the City's enjoyment and possession thereof against all parties.

(b) Subject to the provisions of this Section, the City shall have the right to use the Leased Premises for any lawful governmental purpose as may be allowed under applicable law. The City shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Leased Premises as to the manner of use or the condition of the Leased Premises. The City shall also maintain the necessary insurance required to be provided pursuant to the provisions of Article V hereof. The City shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the City to comply with the provisions of this section. Notwithstanding any provision contained in this section, however, the City shall have the right, at its own cost and expense, to contest or review by legal or other appropriate procedures the validity or legality of any such governmental statute, law, ordinance, order, judgment, decree, regulation, direction or requirement, and during such contest or review the City may refrain from complying therewith.

Section 2.5. Title to the Leased Premises. Title to the Leased Premises shall be vested in the City but the Lessor shall have a leasehold interest in the Leased Premises pursuant to the Site Lease. The Lessor or its assigns shall convey all rights and interests in the Leased Premises to the City upon the payment of all of the Base Rental Payments, and all other amounts due and owing pursuant to this Lease Agreement.

ARTICLE III ACQUIRING THE PROJECT

Section 3.1. Acquiring the Facilities. The City shall diligently proceed to acquire, or cause to be acquired, the Facilities. Upon commencement of this Lease, the City shall take possession of the Leased Premises in its "as is" condition.

Section 3.2. Payment for Project Costs. All costs of the Project shall be paid by the City from moneys in the Construction Fund. [The Lessor covenants and agrees that it will not make or cause or permit to be made any use of the money in the Construction Fund in any way so as to cause the interest component of the Base Rental Payments to become included in gross income for federal income tax purposes.]²

Section 3.4. Surplus in the Construction Fund. After completion of the Project at the Site and subject to the prepayment option of the City set forth in Section 4.1(e), the City may apply any remaining moneys then in the Construction Fund to the payment of Base Rental Payments as they become due.

ARTICLE IV PAYMENT PROVISIONS

² Include if M&T will hold the Construction Fund.

Section 4.1. Base Rental Payments.

(a) The City covenants and agrees that at least three (3) Business Days before each July 15 and January 15 of each Fiscal Year for which an Event of Nonappropriation (hereinafter defined) has not occurred, beginning January 15, 2027, it will make a Base Rental Payment to the Lessor in the amount set forth in Exhibit C. A portion or all of each Base Rental Payment is paid as, and represents the payment of, interest and the balance of each Base Rental Payment is paid as, and represents the payment of, principal. Exhibit C hereto sets forth such components for each Base Rental Payment.

(b) As of the Effective Date, the City shall deposit with the Lessor, in an account established with the Lessor, an amount equal to the Base Rental Payments due for the current fiscal year, which funds shall be used to make the Base Rental Payments for the current fiscal year when due.

(c) All Base Rental Payments provided for in this Section shall be paid by the City directly to the Lessor.

(d) If any Base Rental Payment is paid later than ten (10) days from the due date, the City shall pay Lessor on demand a late charge of five percent (5%) of such overdue amount, or twenty-five dollars (\$25.00), whichever is greater, limited, however, to the maximum amount allowed by law.

(e) The City shall have the following options (but not the obligation) to prepay amounts due under this Lease, without premium or penalty, by providing the Lessor with at least 5 Business Days' notice: (i) on or after July 2, 2033, the City may prepay all or any portion of the total remaining Base Rental Payments due under this Lease Agreement and (ii) to the extent there are remaining funds in the Construction Fund following completion of the Project, the City may use up to \$1,000,000 of such remaining funds to prepay amounts outstanding under this Lease Agreement.

Section 4.2. Consideration; Lease Payments to Not Constitute Debt.

(a) The Base Rental Payments hereunder for each Fiscal Year during the Lease Term shall constitute the total rent payable for said Fiscal Year and shall be paid by the City for and in consideration of the right of use and occupancy, and the continued quiet use and enjoyment, of the Leased Premises for and during said Fiscal Year. The portion of each Base Rental Payment paid as the interest portion of such Base Rental Payments represents the payment of interest on the outstanding aggregate principal amount of the lease-purchase financing contemplated by this Lease Agreement. In making such determination, consideration has been given to the costs of acquisition, construction and financing of the Project, the uses and purposes which will be served by the Project and the benefits therefrom which will accrue to the parties to the Agreement and the general public by reason of the Project.

(b) The City and the Lessor understand and intend that the obligation of the City to pay the Base Rental Payments and any other additional amounts hereunder constitutes a current expense of the City and shall not in any way be construed to be debt of the City in contravention of any applicable constitutional or statutory or charter limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the City, nor a pledge of the credit of the City.

Section 4.3. Additional Payments. Subject to any Event of Nonappropriation, the City shall pay as Additional Rental Payments in the following amounts:

(a) All fees, charges and expenses, for maintenance and operation of the Facilities.

(b) Any other payments of whatever nature which the City has agreed to pay or assume under the provisions of the Lease Agreement.

Except as specified herein, during any Fiscal Year for which the City has appropriated for Base Rental Payments under this Lease Agreement, the City shall not be liable for any Additional Rental Payments to the Lessor on account of its lease of the Leased Premises.

Section 4.4. Credits to Lease Payments. Upon the completion of the Project, the balance, if any, on deposit in the Construction Fund may be used by the City for payment of the Base Rental Payments in inverse order of maturity.

Section 4.5. Nonappropriation. If, by July 1 of any Fiscal Year, sufficient funds have not been appropriated for the purpose of paying the Base Rental Payments and all other amounts required to be paid by the City under the Lease Agreement in the next succeeding Fiscal Year (an “Event of Nonappropriation”), the City shall deliver written notice thereof (a “Notice of Nonappropriation”) to the Lessor within ten (10) calendar days following such date. Upon receipt by the Lessor of a Notice of Nonappropriation, the City’s obligation to make Base Rental Payments and other payments under the Lease Agreement shall terminate as of the end of the then current Fiscal Year; provided, however, such termination shall not become effective at the end of the then current Fiscal Year if, prior to the end of such Fiscal Year, the City shall deliver to the Lessor a written statement to the effect that it reasonably expects sufficient funds for the next succeeding Fiscal Year to be appropriated therefor, and in such event the Lease Term shall continue into the next Fiscal Year so long, but only so long, as there is an appropriation available from which to make the Base Rental Payments, and the Lessor is furnished with a resolution adopted by the City Council of the City to that effect.

Section 4.6. Obligations of the City Absolute and Unconditional During any Fiscal Year. The obligations of the City under this Lease Agreement to make Base Rental Payments during any Fiscal Year for which funds have been appropriated therefor by the City on or before the date the same become due, and to perform all of its other obligations, covenants and agreements hereunder shall be absolute and unconditional, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, any change in the

tax or other laws of the United States of America, the State of Vermont or any political subdivision thereof, any change in the Lessor's legal organization or status, or any default of the Lessor hereunder, and regardless of the invalidity of any action of the Lessor, and regardless of the invalidity of any portion of the Lease Agreement.

Section 4.7 Defeasance of Base Rental Payments. The City may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the remaining principal and interest components of the Base Rental Payments, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Project and the Leased Premises shall terminate. The City shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Base Rental Payments is not adversely affected.

ARTICLE V MAINTENANCE, OPERATING COSTS, TAXES AND INSURANCE; FINANCIAL COVENANTS

Section 5.1. Maintenance and Operation; Improvements.

(a) The City shall, at its own expense, maintain or cause to be maintained the Leased Premises and all improvements thereon in good order, condition and repair. The City shall provide or cause to be provided all security, electric power, telephone, light, heating and water, and all other public utility services. It is understood and agreed that in consideration of the payment by the City of the rental herein provided for the Lessor is only obligated to furnish the Leased Premises, and the Lessor shall have no obligation to incur any expenses of any kind or character in connection with the management, operation or maintenance of the Leased Premises during the Lease Term. The City shall keep the Leased Premises and any and all improvements thereto free and clear of all liens, charges and encumbrances except for permitted encumbrances.

(b) The City shall have the right during the Lease Term to make any additions or improvements to the Leased Premises, to attach fixtures, structures or signs, and to affix any personal property to the improvements on the Leased Premises, provided the use of the Leased Premises for the purposes contemplated in this Lease Agreement are not impaired, and provided further that such addition or improvement will not cause the interest component of the Base Rental Payments to become subject to federal income taxation. Title to all personal property placed in any of the improvements on the Leased Premises shall remain in the City.

Section 5.2 Insurance. The City shall, at its expense, keep the Facilities insured against all of the following at the earliest date that any such insurance is obtainable:

(a) Loss or damage by fire and other perils covered by the broadest form of extended coverage insurance generally available from authorized insurers, in an amount equal to 100% of the full replacement cost of the Facilities.

- (b) Claims for bodily injury and property damage, under a policy of general public liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

Except as hereinafter provided, all insurance policies required hereby shall be issued by insurers fully qualified under the laws of the State to provide insurance in the State. Each policy shall include as named insured, the Lessor and the City as their interests may appear. Inclusion of members, officers, agents and employees of the Lessor as insured parties is not intended to and shall not constitute a consent to or an agreement that such members, officers, agents and employees shall in any way be liable for any matters arising out of the acquisition, leasing, ownership or financing of the Facilities and such inclusion shall not constitute a waiver of immunity of such members, officers, agents and employees from any such liability. All casualty loss proceeds shall be payable to the City and used as provided in Section 5.3 in this Lease Agreement. All liability insurance proceeds shall be payable to the Lessor and the City as their interests may appear. The policies of insurance described above may contain standard deductible and coinsurance features. The insurance required by this Lease Agreement in the amounts, with the coverage and other features herein required, may be supplied through blanket insurance policies covering other properties of the City; provided that such blanket insurance will provide the full coverage required herein for the Facilities and at the same time provide full coverage for all other buildings and facilities covered by such blanket insurance policies unless such blanket insurance policy provide for full coverage of the Facilities prior to any coverage of the other properties of the City. The insurance required pursuant to this Lease Agreement in the amounts, with the coverage and other features as required, may be supplied by a fully funded self-insurance program of the State or the City; provided that such self-insurance program will provide the full coverage required herein for the Facilities and at the same time provide full coverage for all other buildings and facilities covered by such self-insurance program.

In the event the City fails to maintain the insurance required to be maintained hereunder, the Lessor shall have the right to procure and maintain such insurance and charge the City for the cost thereof as an Additional Rental Payment under this Lease Agreement.

Section 5.3. Damage by Fire, Earthquake. In the event of destruction or damage to the Leased Premises by fire or earthquake or other casualty, the net proceeds of insurance shall be paid to the City and applied as follows, as may be determined by the City:

- (a) For the repair, reconstruction, or replacement of a damaged or destroyed portion of the Facilities, following which the City shall cause such portion of the Facilities to be repaired, reconstructed, or replaced to at least the same good order, repair, and condition as they were in prior to the damage or destruction, insofar as the same may be accomplished by the use of said net proceeds.

- (b) For the payment or prepayment (to the extent permitted) of the remaining Base Rental Payments or to be utilized for the defeasance of the remaining Base Rental Payments, in accordance with the terms of this Lease Agreement.

Section 5.4. Assignment; Sublease. Neither this Lease Agreement nor any interest of the City herein shall, at any time after the date hereof, without the prior written consent of the Lessor, be mortgaged, pledged, assigned or transferred by the City by voluntary act or by operation of law, or otherwise, except as specifically provided herein. The City shall at all times remain liable for the performance of the covenants and conditions on its part to be performed, notwithstanding any assigning, transferring or subletting which may be made.

The Lessor shall not assign this Lease Agreement, or sublease the Facilities or the Site, without the prior written consent of the Lessor, unless there is an Event of Nonappropriation.

Section 5.5. Eminent Domain. If the whole of the Leased Premises, or so much thereof as to render the remainder unusable for the purposes for which the same was constructed, shall be taken under the power of eminent domain, then this Lease Agreement shall terminate as of the day possession shall be so taken. If less than the whole of the Leased Premises shall be taken under the power of eminent domain, and the remainder is usable for the project purposes, then this Lease Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking (and the parties waive the benefit of any law to the contrary), in which event there shall be a partial abatement of the rent hereunder in an amount equivalent to the amount by which the annual payments of the Base Rental Payments will be reduced in any applicable year but only to the extent of the application of any award in eminent domain to the prepayment of Base Rental Payments.

Any net proceeds from an award in eminent domain proceedings for taking or damaging the Leased Premises in whole or in part shall be paid to the Lessor and applied to the payment of Base Rental Payments. The City shall contest any eminent domain award which is less than the amount of the unpaid principal portion of the remaining Base Rental Payments.

In the event the amount paid to the Lessor shall be more than sufficient to pay all remaining Base Rental Payments, any such excess shall be paid to the City.

Section 5.6. Operating Costs, Utilities and Expenses. The City shall, at its sole cost and expense, pay all costs incurred in the operation of the Facilities, or arising in connection therewith, including but not limited to all governmental charges or taxes (or payments in lieu of taxes), if any, levied on the Facilities or the operation thereof, and all charges for utility services supplied to, or used in the operation of, the Facilities. It is the intention of the parties hereto that, insofar as the same may be lawfully done, the Lessor shall be free from all costs, expenses and obligations of operation and maintenance of the Facilities, except as otherwise expressly provided herein, and free from all taxes, assessments and other governmental charges, and that this Lease Agreement shall be a "triple net lease" and the City shall (subject to an Event of Nonappropriation) pay Base Rental Payments and Additional Rental Payments throughout the Lease Term.

Section 5.7 Financial Reporting.

(a) The City shall make publicly available its annual audited financial statements within 275 days of the end of each Fiscal Year and its annual budget within 60 days after adoption

of the same, and shall provide Lessor with any other financial information the Lessor may reasonably request.

(b) Within 275 days after each end of each Fiscal Year, the City shall provide to the Lessor a compliance certificate signed by the Aviation Director or the Chief Financial Officer of the Airport setting forth the calculations of the financial covenants in Section 5.8 hereof in reasonable detail.

Section 5.8 Financial Covenants.

(a) The City shall maintain a debt service coverage ratio for the Airport of not less than 1.25 to 1.00 for each Fiscal Year, as determined and calculated in accordance with the Airport General Bond Resolution. Such debt service coverage ratio shall be tested annually.

(b) The City shall maintain an operating coverage ratio for the Airport of no less than 1.5 to 1.0 for each Fiscal Year, as determined and calculated in accordance with the Airline Agreement that the City maintains with long-term carriers servicing the Airport. For the avoidance of doubt, Base Rental Payments or any Additional Rental Payments required to be paid under this Lease Agreement shall not constitute operation and maintenance expenses for purposes of calculating the operating coverage ratio set forth in this Section.

(c) The Airport shall maintain days cash on hand of not less than 200 days as of the end of each Fiscal Year, as determined and calculated in accordance with the annual operating agreement submitted by the Airport to Digital Assurance Certification (DAC).

ARTICLE VI EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default. The term “Events of Default” shall mean, whenever used in this Lease Agreement, the occurrence and continuation of any one or more of the following events:

(a) Failure to pay the Base Rental Payments or Additional Rental Payments required to be paid under Article IV at the times specified therein, other than upon an Event of Nonappropriation.

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, given to the City by the Lessor; provided, however, that if said default shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the City within such period and diligently pursued until the default is corrected.

(c) The City shall abandon or vacate the Facilities.

(d) The City's interest in this Lease or any part thereof shall be assigned or transferred without the written consent of the Lessor, either voluntarily or by operation of law.

(e) The City shall file any petition or institute any proceedings wherein or whereby the City asks or seeks or prays to be adjudicated a bankrupt, or to be discharged from any or all of its debts or obligations, or offers to the City's creditors to effect a composition or extension of time to pay the City's debts, or asks, seeks or prays for a reorganization or to effect a plan of reorganization, or for a readjustment of the City's debts, or for any other similar relief.

(f) Any such petition or any such proceedings of the same or similar kind or character shall be filed, instituted or taken against the City, seeking the City to be adjudicated bankrupt, or asks, seeks or prays for a reorganization or to effect a readjustment of the City's debts;

Section 6.2. Remedies. If the City should, after notice of an Event of Default, fail to remedy any default with all reasonable dispatch within thirty (30) days of the date of such event of default, then the Lessor shall have the right, at its option, without any further demand or notice, (i) to terminate this Lease Agreement and to reenter the Leased Premises and eject all parties in possession thereof therefrom, using all necessary force so to do, and re-let, or lease, the Leased Premises, or (ii) to re-enter the Leased Premises and eject all parties therefrom, using all necessary force so to do, and, without terminating this Lease Agreement, re-let the Leased Premises, or any part thereof, as the agent and for the account of the City upon such terms and conditions as the Lessor may deem advisable, in which event the rents received on such re-letting shall be applied first toward payment of all sums due or to become due to the Lessor hereunder including the Base Rental Payments and Additional Rental Payments due hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, the City shall, subject to an Event of Nonappropriation, pay the Lessor annually any cumulative deficiency existing on the date hereunder, and thereafter to the expenses of re-letting and collection, including necessary renovation and alteration of the Leased Premises, reasonable attorney's fees, and any real estate commissions actually paid. The City, in the event of a default, waives all rights to any rental payments received by the Lessor through re-letting of the Leased Premises, should such rental payments be in excess of rental payments due from the City under this Lease Agreement. The foregoing remedies of the Lessor are in addition to and not exclusive of any other remedy of the Lessor. Any such re-entry shall be allowed by the City without hindrance and the Lessor shall not be liable in damages for any such re-entry or be guilty of trespass. Notwithstanding the foregoing, in the event the Lessor re-lets the Leased Premises in accordance with this Section, the Leased Premises shall only be used for airport purposes in compliance with FAA regulations and applicable law.

Section 6.4. Waiver. The waiver by the Lessor of an Event of Default or a breach of any provision of this Lease Agreement shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE VII SPECIAL COVENANTS

Section 7.1. Surrender of Possession. Upon accrual of the Lessor's right of re-entry because of an Event of Nonappropriation or upon the City's default hereunder or upon the cancellation or termination of the Lease Agreement for any reason, the City shall peacefully surrender possession of the Leased Premises to the Lessor.

Section 7.2. Right of Access to the Leased Premises. The City agrees that the Lessor and its duly authorized agents shall have the right at reasonable times (during business hours) and upon reasonable prior notice, subject to the City's usual safety and security requirements (a) to examine and inspect the Project without interference or prejudice to the City's operations, and (b) performing such work in and about the Project made necessary by reason of the City's default under any of the provisions of this Lease Agreement.

Section 7.3. Indemnification of the Lessor; Fess and Expenses.

(a) The City shall indemnify and save the Lessor (and its officers, directors, agents and employees) harmless against any loss, liability or expense resulting from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Leased Premises during the Lease Term, and against and from all claims arising during the Lease Term from (i) any condition of the Leased Premises caused by the City, (ii) any breach or default on the part of the City in the performance of any of its obligations under the Lease Agreement, (iii) any contract entered into by the City in connection with acquiring, improving and equipping the Project, and (iv) any act of negligence of the City or of any of its agents, contractors, servants, employees or licensees. The City shall indemnify and save the Lessor harmless from and against all costs and expenses (except those which have arisen from the willful misconduct or negligence of the Lessor) incurred in or in connection with any action or proceeding brought thereon, and upon notice from the Lessor, the City shall defend it in any such action or proceeding; provided, however, this paragraph is not intended to indemnify or hold harmless the Lessor from its duties and obligations under this Lease Agreement.

(b) The City shall pay all costs and expenses of the Lessor reasonably incurred in connection with the administration and enforcement of this Lease, including fees, charges and disbursements of Lessor's counsel.

Section 7.4. Tax Covenants. The City covenants and agrees that it will not take any action, or fail to take any action, or cause or permit the Lessor to take any action or fail to take any action, if any such action or failure to take action which would adversely affect the exclusion from gross income of the interest component of the Base Rental Payments under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). In the event that at any time the City is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield of the investment any moneys held by the City from the proceeds of the Lease Agreement, the City shall take such as may be necessary.

Upon the occurrence of a Taxable Event, the interest component of the Base Rental Payments shall be increased as follows:

[To discuss level of increase]³

Section 7.5 Appropriation of Base Rental Payments. The Aviation Director shall include, in the annual budget of the Airport presented to the City Council for approval each Fiscal Year, an amount sufficient to pay the Base Rental Payment, together with all other amounts due under this Lease Agreement, due in the next occurring Fiscal Year.

ARTICLE VIII REPRESENTATIONS AND WARRANTIES

Section 8.1. Representations of the Lessor. The Lessor represents and warrants, with such representations and warranties to survive the execution of this Lease Agreement, that:

(a) It is a duly formed banking corporation, validly existing and in good standing under the laws of the State of Vermont and has full power and authority to own, and lease property.

(b) The execution, delivery, and performance of this Lease Agreement by the Lessor has been duly authorized by all necessary action. This Agreement and the Site Lease have been duly executed and delivered and constitute the legal, valid, and binding agreements of the Lessor, enforceable against the Lessor in accordance with their respective terms, subject only to (i) applicable bankruptcy, reorganization, insolvency, moratorium, and other laws of general applicability relating to or affecting creditors' rights generally, and (ii) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

(c) There is no pending or threatened action, suit, investigation or proceeding before any governmental authority, court, or judicial body with respect to the Lessor, questioning the validity or enforceability of this Lease Agreement.

Section 8.2. Representations of the City. The City represents and warrants, with such representations and warranties to survive the execution of this Lease Agreement, that:

(a) It is a duly formed municipal corporation, validly existing and in good standing under the laws of the State of Vermont and has full power and authority to own, and lease property.

(b) The execution, delivery, and performance of this Lease Agreement by the City has been duly authorized by all necessary action. This Agreement and the Site Lease have been duly executed and delivered and constitute the legal, valid, and binding agreements of the City, enforceable against the City in accordance with their respective terms, subject only to (i) applicable bankruptcy, reorganization, insolvency, moratorium, and other laws of general applicability relating to or affecting creditors' rights generally, and (ii) the application of general principles of equity regardless of whether such enforceability is considered in a proceeding in equity or at law.

(c) Neither the execution, the delivery, or performance by the City of this Lease Agreement, or the Site Lease, nor the consummation by the City of any of the transactions

³ Discuss with M&T.

contemplated herein or therein, nor the fulfillment by the City of the terms hereof or thereof, conflict with or violate, result in a breach or contravention of or constitute a default under its Charter, or any term or provision of any applicable law or the terms of any indenture, mortgage, lease, contract, note, agreement or instrument to which the City is a party or by which the City or any of its properties is bound.

(d) There is no pending or threatened action, suit, investigation or proceeding before any governmental authority, court, or judicial body with respect to the City, questioning the validity or enforceability of this Lease or the Site Lease.

(e) The Facilities shall be operated by the City to support the Airport for an essential governmental purpose and shall not be used, owned or operated by any private business.

ARTICLE IX ASSIGNMENT, SUBLEASING AND SUBSTITUTION

Section 9.1. Assignment by the Lessor. So long as an Event of Nonappropriation has not occurred, the Lessor may not assign this Lease Agreement and the Site and the Facilities without the prior written consent of the City.

Section 9.2. Subleasing by the City. The City may not assign its interest in this Lease Agreement for any reason. The City may, however, sublease the Leased Premises as a whole or in part, without the necessity of obtaining the consent of the Lessor, subject, however, to each of the following conditions:

(a) The Facilities may be further subleased only to a governmental entity and only if, in the opinion of Bond Counsel, such sublease will not impair the exclusion from gross income for federal income tax purposes of the interest component of the Base Rental Payments;

(b) This Lease Agreement and the obligations of the City hereunder shall at all times during the Lease Term, remain obligations of the City, and the City shall maintain its direct relationship with the Lessor, notwithstanding any sublease;

(c) No sublease shall (i) extend for longer than the Lease Term, or (ii) allow the sublessee to in any way encumber or dispose of the Leased Premises; and

(d) The City shall, within 30 days after the delivery thereof, furnish or cause to be furnished to the Lessor a true and complete copy of each such sublease.

ARTICLE X MISCELLANEOUS

Section 10.1. Notices. Any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, return receipt requested, postage prepaid, at the addresses of the parties set forth below:

CITY: City of Burlington
City Hall
149 Church Street
Burlington, Vermont 05401
Attention: Chief Administrative Officer
Telephone: (802) 865-7000

LESSOR: M&T Bank
77 Pine Street
Burlington, Vermont 05401
Attention: _____

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party.

Section 10.2. Modifications. The provisions of this Lease Agreement, including the present and all future schedules and exhibits, shall be modified only by written agreement duly executed by both parties.

Section 10.3. Severability. In the event that any provision of this Lease Agreement or the application of such provision to any party or circumstances shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the remaining provisions of this Lease Agreement of the application of the provision to any party or circumstances other than those as to which the provision was held invalid, illegal, or unenforceable, shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law.

Section 10.4. Headings. Captions and headings in this Lease Agreement are for ease of reference only and do not constitute a part of this Lease Agreement.

Section 10.5. Governing Law. This Lease Agreement and any question concerning its validity, construction or performance shall be governed by the laws of the State of Vermont.

Section 10.6. Counterparts. This Lease Agreement may be executed in more than one counterpart, each of which, when executed and delivered, shall be deemed to be an original but all of which together shall be deemed a single instrument.

Section 10.7. Conventions. In this Lease Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other gender.

Section 10.8 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROJECT OR THE LEASED FACILITIES, THEIR MERCHANTABILITY OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THE

STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE LEASED FACILITIES ARE LEASED TO CITY "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY THE CITY.

City acknowledges that it has made (or will make) the selection of the Property based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. City understands and agrees that (a) any contractor or vendor is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Lease Agreement, and (b) no such waiver or alteration shall vary the terms of this Lease Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Lease Agreement, the Project, or the existence, furnishing, functioning or use of any item, product or service for the Project.

Section 10.9 Waiver of Jury Trial. UNLESS PROHIBITED BY LAW, THE CITY AND LESSOR HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS LEASE AGREEMENT OR THE ACTIONS OF LESSOR OR CITY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.

[Signature page follows]

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

LESSOR:
M&T Bank

Witness

By: _____
Title: Duly Authorized Agent

CITY:
City of Burlington, Vermont

Witness

By: _____
Title: Mayor and
Duly Authorized Agent

Witness

By: _____
Title: Chief Administrative Officer and
Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ____ day of _____, personally appeared _____, duly authorized agent for M&T Bank, and they acknowledged this instrument by them signed to be their free act and deed and the free act and deed of M&T Bank.

Before me,

Notary Public State of Vermont
Commission Number: _____
My Commission Expires: _____

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ____ day of _____, personally appeared The Honorable Emma Mulvaney-Stanak, Mayor of the City of Burlington, Vermont, and they acknowledged this instrument by them signed to be their free act and deed and the free act and deed of the City of Burlington, Vermont.

Before me,

Notary Public State of Vermont
Commission Number: _____
My Commission Expires: _____

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ____ day of _____, personally appeared Katherine Schad, Chief Administrative Officer of the City of Burlington, Vermont, and they acknowledged this instrument by them signed to be their free act and deed and the free act and deed of the City of Burlington, Vermont.

Before me,

Notary Public State of Vermont
Commission Number: _____
My Commission Expires: _____

EXHIBIT A
CITY OF BURLINGTON
SITE DESCRIPTION

EXHIBIT B
CITY OF BURLINGTON
DESCRIPTION OF FACILITIES

The Snow Removal Equipment (SRE) Building Facility consists of the following:

1. A building with approximately 44,500 SF of gross floor area, an estimated 137,000 SF asphalt apron to support equipment and vehicle parking and movement around the building, and an access road to connect the apron to Taxiway Golf. The relocation of FAA equipment that is required to be moved due to the addition of this new building.
2. The SRE building will be constructed near Taxiway G in the northwest corner of the field at the Airport to meet the applicable FAA advisory circulars for Snow Removal Equipment Buildings and Airfield Design.

EXHIBIT C
CITY OF BURLINGTON
SCHEDULE OF BASE RENTAL PAYMENTS

AIRPORT SNOW REMOVAL BUILDING
SITE LEASE

This SITE LEASE AGREEMENT (this “Site Lease”) dated as of July __, 2026, is made and entered into by and between the City of Burlington (the “City”), a municipal corporation, organized and existing under and by virtue of the laws of the State of Vermont, as lessor, and M&T Bank, a banking corporation, as lessee (the “Bank”).

W I T N E S S E T H:

WHEREAS, the City desires to provide for the lease-purchase financing of an Airport snow removal equipment building and facility, together with all structures and improvements related thereto (the “Facilities”), on the real property described in Exhibit A attached hereto and incorporated herein by reference (the “Site,” and together with the Facilities, the “Leased Premises”); and

WHEREAS, the City desires to finance the costs of the Facilities by entering into that certain Lease-Purchase Agreement dated as of even date herewith (the “Lease Agreement”), by and between the Bank, as lessor, and the City, as lessee; and

WHEREAS, the City Council of the City has determined that it is in the best interests of the City, and for the common benefit of the citizens of the City, to finance the Project (as defined in the Lease Agreement) by leasing the Site and the Facilities to the Bank under this Site Lease and leasing back the same pursuant to the Lease Agreement; and

WHEREAS, the City is authorized by its charter and by the laws of the State of Vermont to lease the Site and the Facilities as lessor and has duly authorized the execution and delivery of this Site Lease; and

NOW, THEREFORE, for and in consideration of the premises, which are expressly made a part hereof, the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants hereinafter contained, the parties agree as follows:

ARTICLE I
DEFINITIONS

To the extent not defined in this Site Lease, all capitalized words and phrases shall have the meanings ascribed to them in the Lease Agreement.

ARTICLE II
DEMISING CLAUSES

Pursuant to the Lease Agreement, the Bank has appointed the City as its agent to carry out the financing, construction, installation and maintenance of the Project. Upon the funding of the advance(s) under the Lease Agreement, the City hereby leases to the Bank, and the Bank leases from the City, the Leased Premises, subject only to permitted encumbrances in accordance with the provisions of this Site Lease. It is intended that no merger of the leasehold estates of the City shall occur by operation of law by the leasing of the Leased Premises by the Bank to the City pursuant to the Lease Agreement.

ARTICLE III TERM

The term of this Site Lease shall commence as of the date hereof and shall remain in full force and effect from such date to and including [August 1, 2041]; provided, however, that this Site Lease shall be terminated ten (10) business days subsequent to the following dates:

(a) The date on which the City exercises its option to prepay all remaining Base Rental Payments and purchase the Leased Premises pursuant to Article IV of the Lease Agreement; or

(b) If both (i) no Event of Default has occurred and is continuing under the Lease Agreement, and (ii) no Event of Nonappropriation has occurred under the Lease Agreement, the last day of the Lease Term, provided the City has paid to the Bank, or its assignee, all Base Rental Payments and other payments which may be due under the Lease Agreement during the entire Lease Term.

Provided, that, if on [August 1, 2041], any Base Rental Payment or other amount due under the Lease Agreement remains unpaid, the term of this Site Lease shall be automatically extended until ten (10) days after payment in full of all such amounts, but in no event later than [August 1, 2046].

ARTICLE IV QUIET ENJOYMENT

The parties intend that the Leased Premises will be leased back to the City pursuant to the Lease Agreement for the Lease Term thereof. It is further intended that, to the extent provided herein and in the Lease Agreement, if an Event of Default occurs under the Lease Agreement, or upon an Event of Nonappropriation, the Bank, or its assignee, will have the right, for the then remaining term of this Site Lease, to: (i) take possession of the Leased Premises; (ii) if it deems it appropriate, cause an appraisal of the Leased Premises and a study of the then reasonable use thereof to be undertaken; (iii) re-let, or lease the Leased Premises; and (iv) sublease the Leased Premises or any portion thereof; provided, that, in the event the Bank re-lets the Leased Premise in accordance with the foregoing, the Leased Premises shall only be used for airport purposes in compliance with FAA regulations and applicable law. Subject to any rights the City may have under the Lease Agreement (in the absence of an Event of Default or an Event of Nonappropriation) to possession and enjoyment of the Site and the Facilities, the City hereby covenants and agrees that it will not take any action to prevent the Bank from having quiet and

peaceable possession and enjoyment of the Site and the Facilities during the term hereof and will, at the request of the Bank, and at the City's cost, to the extent that it may lawfully do so, join in any legal action in which the Bank asserts its right to such possession and enjoyment.

ARTICLE V SPECIAL COVENANTS

The City and the Bank agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Site hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease and the Lease Agreement.

ARTICLE VI ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 7.01. Assignment and Subleasing. This Site Lease shall not be assigned and the Site and the Facilities subleased, as a whole or in part, by the Bank, without obtaining the consent of the City, unless an Event of Default or an Event of Nonappropriation occurs under the Lease Agreement (in which case no consent shall be required).

Section 7.02. Restrictions on City. The City agrees that it will not mortgage, sell, encumber, assign, transfer or convey the Site and the Facilities or any portion thereof during the term of this Site Lease.

ARTICLE VII IMPROVEMENTS

Subject to the terms of the Lease Agreement, title to any improvements made on and to the Leased Premises during the term hereof shall vest in the City but the Bank shall have a leasehold interest in said Leased Premises.

ARTICLE VIII MISCELLANEOUS

Section 9.01. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the City, the Bank and their respective successors and assigns.

Section 9.02. Severability. In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Section 9.03. Amendments, Changes and Modifications. This Site Lease may not be effectively amended, changed, modified, altered or terminated without the written agreement of both parties hereto.

Section 9.04. Execution in Counterparts. This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.05. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of Vermont.

Section 9.06. Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

Section 9.07. Recording. This Site Lease shall be executed, witnessed, and acknowledged in recordable form and shall be recorded with the City of Burlington Land Records.

[Signature Pages Follow]

The parties hereto have executed this Site Lease under seal as of the date first above written.

CITY:
City of Burlington, Vermont

Witness

By: _____
Title: Mayor and
Duly Authorized Agent

Witness

By: _____
Title: Chief Administrative Officer and
Duly Authorized Agent

BANK:
M&T Bank

Witness

By: _____
Title: Duly Authorized Agent

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ____ day of _____, personally appeared _____, duly authorized agent for M&T Bank, and they acknowledged this instrument by them signed to be their free act and deed and the free act and deed of M&T Bank.

Before me,

Notary Public State of Vermont
Commission Number: _____
My Commission Expires: _____

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ____ day of _____, personally appeared The Honorable Emma Mulvaney-Stanak, Mayor of the City of Burlington, Vermont, and they acknowledged this instrument by them signed to be their free act and deed and the free act and deed of the City of Burlington, Vermont.

Before me,

Notary Public State of Vermont
Commission Number: _____
My Commission Expires: _____

STATE OF VERMONT
CHITTENDEN COUNTY, SS.

At Burlington, in said County and State, this ____ day of _____, personally appeared Katherine Schad, Chief Administrative Officer of the City of Burlington, Vermont, and they acknowledged this instrument by them signed to be their free act and deed and the free act and deed of the City of Burlington, Vermont.

Before me,

Notary Public State of Vermont
Commission Number: _____
My Commission Expires: _____

EXHIBIT A
Site Description

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo
Request to Accept and Execute a Lease-Finance Agreement and a Contract Agreement with Engelberth Construction, Inc (ECI) for the construction of the Snow Removal Equipment (SRE) building and execute a Contract Agreement with Passero Associates, Inc (PA) for the construction oversight services of the SRE building

Approval Requested: Meeting Date:
☒ Board of Finance 6/29/2026
☒ City Council 7/13/2026
☐ 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	6/19/2026	Nicolas Longo
Mayor's Office	Yes	6/23/2026	Lisa Gerlach
Board/Commission	Yes	6/23/2026	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	6/23/2026	Hayley McClenahan
CAO for budget, financing, and memo	Yes	6/23/2026	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 CONSULTANT CONTRACT

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and Passero Associates, DPC (“Consultant”), a New York corporation located at 242 W Main St, Suite 100, Rochester, NY 14614 registered with the Secretary of State to do business in Vermont.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. “Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. “Party”** means the City or Consultant, and “Parties” means the City and Consultant.
- D. “Project”** means the construction of the Snow Removal Building (SRE).
- 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 construction phase services for the construction of the Snow Removal Building at BTV.

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, 2028 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 (Scope of Work and Fee) to the reasonable satisfaction of the Director of Aviation, 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 A (Scope of Work and Fee) 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 \$1,367,300. 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 – llackey@btv.aero
Director of Planning, Engineering, Sustainability
1200 Airport Drive, South Burlington VT 05403

Madison Reagan – mreagan@btv.aero
Environmental Compliance and Project Manager
1200 Airport Drive, 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: Scope of Work and Fee

Attachment B: BTV Letter Response to Request for Proposals

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
Passero Associates

By: _____

Date: _____

City of Burlington
Patrick Leahy Burlington International Airport

By: _____

Nic Longo
Director of Aviation

Date: _____

Attachment A:
Scope of Work and Fee

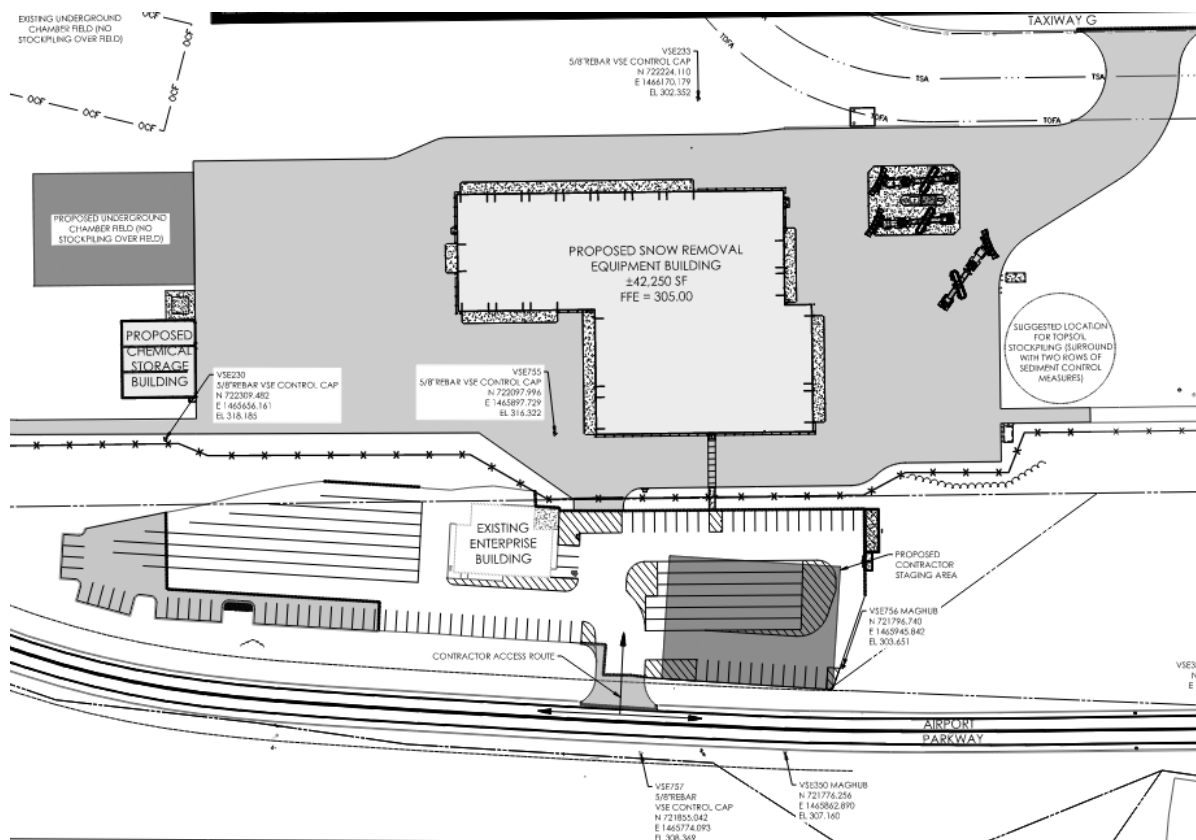
SCHEDULE "A" SCOPE OF WORK

Project Title: BTV SRE Building
Airport Name: Patrick Leahy Burlington International Airport
Service Provided: Construction Administration and Observation

PROJECT DESCRIPTION:

The CONSULTANT shall provide the following services, including construction contract administration and construction observation, during construction of the BTV SRE Building Project (the "Project"). The Project will be constructed by The City of Burlington, VT (SPONSOR) with reimbursement through Passenger Facility Charges (PFC).

The proposed project includes the construction of a new $\pm 42,250$ SF Snow Removal Equipment (SRE) facility located at the Patrick Leahy Burlington International Airport. The project includes space to house approximately 18 vehicles, including loaders and Multi-Task-Equipment vehicles. The project also includes the construction of a new $\pm 3,658$ sf chemical storage building, asphalt pavements, security, lighting, and public or private utility infrastructure to serve the needs of the facility.



Proposed Snow Removal Equipment Facility – Burlington International Airport.

Professional services to be provided by the CONSULTANT shall include services required to accomplish the following:

GRANTS AND CONTRACT ADMINISTRATION PHASE:

The CONSULTANT shall aid the SPONSOR in administering the construction contract with the construction contractor for compliance with the applicable regulations and requirements of the SPONSOR and the Federal Aviation Administration. This phase shall include the following items of work:

1. Assist the SPONSOR by acting as its liaison and Project coordinator with the funding agencies.
2. Review of DBE goals and preparation of annual reporting.
3. Assist the SPONSOR in compiling and submitting all necessary grant documents required by the FAA for Project closeout.
4. Monitor progress of funding and advise the SPONSOR of any problems therein.
5. The construction budget for the Project is estimated as \$26,000,000. The CONSULTANT shall evaluate the feasibility of this budget, based upon the CONSULTANT'S experience as a design professional, and keep the SPONSOR apprised during each phase of the Project of the results of such evaluation. The CONSULTANT shall advise the SPONSOR as to options available for reducing construction costs to stay within the budget, if it appears likely that contractor bid prices will exceed the budget.
6. Attend and conduct in person: pre-construction conference, pre-paving conference, pre-pouring conference, pre-install for Masonry (Structural team), pre-install for engineered metal buildings (Structural team).
Attend virtually: bi-weekly construction progress meetings.
Attend up to 2 additional special meetings as requested by the SPONSOR. Additional meetings (in person or virtual) are subject to a supplemental fee at the supplied hourly rates as described in Schedule 'B'.
7. Review shop drawings, submittals and material certifications to verify compliance with project requirements.
8. Review RFIs from the contractor(s) or SPONSOR.
9. Review, preparation and distribution of SPONSOR requested changes in the Scope of Work (Change Orders).
10. Preparation, reproduction, and distribution of supplemental drawings or interpretations in response to request for clarification by Contractor(s) or the SPONSOR.

11. Perform Project management duties such as Project planning, invoice preparation, construction schedule coordination, and coordination with the design team and subconsultants.
12. Serve as the SPONSOR'S liaison with the Resident Project Representative, contractor and various local agencies, including the FAA and City of South Burlington.

CONSTRUCTION OBSERVATION PHASE:

In the construction observation phase, the CONSULTANT shall provide on-site monitoring of construction procedures by a full-time Resident Project Representative (RPR), furnished or supplied by a local sub-consultant to Passero Associates, and supporting staff who will:

1. Report regularly to the SPONSOR pertaining to the construction progress and, based on on-site observations, its compliance to the Project plans and specifications. (PA & EIV)
2. Review the construction schedule prepared by the contractor for compliance with the contract and give written advice to the SPONSOR concerning its acceptability. (PA & EIV)
3. Attend and conduct in person: pre-construction conference, pre-paving conference, pre-pouring conference, pre-install for Masonry (Structural team), pre-install for engineered metal buildings (Structural team).
Attend virtually: bi-weekly construction progress meetings.
Attend up to 2 additional special meetings as requested by the SPONSOR. Additional meetings (in person or virtual) are subject to a supplemental fee at the supplied hourly rates as described in Schedule 'B'. (PA & EIV)
4. On behalf of the CONSULTANT, subconsultant to act as the SPONSOR'S liaison with the contract administrator, contractor and various local agencies, including the FAA and City of South Burlington. (EIV)
5. Serve as Third-Party Inspector for Vermont Stormwater Construction Permit requirements. Including creation and submission of inspections as required. (EIV)
6. Check that required permits and approvals were obtained by the contractor and the associated conditions complied with the contract. (EIV)
7. Obtain and review the proposed subcontractor and supplier list for compliance with contract documents and the intent of the design. (EIV)
8. Assist the SPONSOR in obtaining required field samples. (PA's Testing Consultant) Additionally, keep a record of observations (EIV).
9. Maintain an updated physical set of drawings and digital access to documents. (EIV)
10. Maintain an approved shop drawing file and verify construction is in compliance with these submittals. Alert the contractor if materials are being installed without approved shop drawings. (EIV)

11. Conduct on-site observations of the construction activities for compliance with contract documents, code requirements and the intent of the design (EIV). In addition, CONSULTANT will conduct site visits once monthly for the duration of construction. Site visits will/may be by Project Manager or Project Engineer, Architect. (PA)
12. Verify that tests, including equipment and system start-ups, are conducted and that the results are documented. (EIV)
13. CONSULTANT to retain qualified professionals for necessary special and construction materials testing. (PA)
RPR sub-consultant to arrange for or witness field, laboratory, or shop tests of construction materials and special inspections as required by the plans and specifications. (EIV)
14. Accompany visitors or other agencies having jurisdiction on the Project, as needed. (EIV)
15. Interpret the requirements of the contract documents and advise the contractor of these requirements on behalf of the SPONSOR. (PA & EIV)
16. RPR sub-consultant to review and recommend to the CONSULTANT an appropriate action on any alternative construction methods proposed by the contractor. (EIV)
CONSULTANT may then direct RPR sub-consultant to make recommendations to SPONSOR.
17. Review and process supplemental drawings and Change Orders necessary to properly execute the work within the intended scope and to accommodate changed field conditions. (PA & EIV)
18. Maintain neat and orderly files for correspondence, Observation Reports, meeting minutes, and other submissions. Report should include 5 or more photographs of construction activities. (EIV)
19. Keep a daily diary recording work hours, weather conditions, site visitors, and other daily observations. (EIV)
20. Develop, maintain, and distribute an emergency contact list. (EIV)
21. Maintain a redline set of construction drawings to record as-built conditions, including site construction and building construction for the SRE building and the chemical storage building, including back-up documentation. (EIV)
22. Certify the final record plans & provide in digital format. (PA)
23. Furnish weekly written summary reports of contractor activities observed, work progress, and compliance with the approved construction schedule. (EIV)

24. Notify the SPONSOR in advance of scheduled major tests or important construction phases. (EIV)
25. Prepare, review, and approve monthly and final payments to the contractor, including final over/under change orders with final construction costs signed by contractor and SPONSOR. Collect Certified Payroll with monthly invoices. (PA & EIV)
26. Assemble and deliver to the SPONSOR required guarantees, certificates, Project closeout documents or other data obtained from the contractor, including fully executed release of liens from all Prime Contractors, subcontractors and material suppliers with cancelled checks. (PA, with information collected & supplied by EIV)
27. Conduct a final site visit and prepare final list of items to be corrected. (PA & EIV)
28. Develop and confirm punch list completion. (PA & EIV)
29. Recommend final Project acceptance to the SPONSOR. (PA)
30. Prepare and deliver letter along with supporting documentation requesting recommendation to approve final overrun/underrun change order adjusting the final construction contract total with explanations of increases and decreases in contract quantities to the FAA, along with all FAA construction reports and material testing summary. (PA)
31. CONSULTANT to retain a licensed surveyor to produce "As-Built" Site Drawings. Additionally, CONSULTANT to review Final As-Built Plans in CADD Form and Deliver to SPONSOR. (PA)
32. CONSULTANT to retain a Mechanical, Engineering and Plumbing sub-consultant to review submittals, respond to RFIs, review building-related scope change or change orders, and maintain redlines for delivery to CONSULTANT.
33. CONSULTANT to create as-built plans from redline set(s) as kept by the RPR & MEP sub-consultant to distribute to SPONSOR. (PA)

The CONSULTANT agrees to perform the services in the Construction Observation Phase of this Project during the construction contract period, estimated to be 18 months with up to 4 months of winter shutdown, with the following estimated time as follows:

Phase	Staff	Hours
Contract Finalization & Grant/DBE Administration (BTV handles most of it in-house, consultant helps with initial FAA paperwork / submissions)	Department Manager Grant Administrator Administrative Assistant	5 40 20
Project Management	Department Manager Senior Project Manager II	20 258
Pre-Construction	Senior Project Manager II Resident Project Rep III Resident Project Rep. I Sen. Manager Structural Senior Architect Senior Project Manager II Project Engineer	20 20 20 20 20 20 20
Site visits	Senior Project Planner Resident Project Rep III Resident Project Rep. I Senior Manager Structural Senior Architect Project Engineer	30 670 220 80 450 450
Shop Drawing Submittals	Resident Project Representative I Senior Manager Structural Senior Architect Project Architect Project Engineer	40 30 8 48 48
RFI responses	Senior Architect Project Architect Senior Project Manager II Project Engineer	80 40 60 64
Construction Progress Meetings	Project Engineer Senior Project Planner Resident Project Rep III Resident Project Rep. I Senior Architect	30 30 30 30 30
Final Inspection / Closeout	Senior Project Manager II Resident Project Rep III Resident Project Rep. I	10 80 40
AS-BUILT Record Drawings	Senior Project Manager II Project Engineer	40 80
Post-Construction Admin	Senior Architect Senior Project Manager II Project Engineer	20 20 20

Estimate of Direct Expenses	
Travel by Auto	77 trips @ 680 miles/trip
On site travel by representative	5 miles/day @ 51 days
Per Diem	154 days @ 1 persons @ \$288/day

Subconsultants (as defined)	
Daily On-site RPR (EIV)	
Construction Materials Testing / Special Inspections	
Post-Construction AS-BUILT Surveyor	
Mechanical, Electrical & Plumbing Engineer	

RESPONSIBILITIES/PROJECT RECORDS AND CLOSEOUT DOCUMENTATION:

In general, the on-site administration and observation staff are responsible for monitoring construction activity on a Project and documenting their observations in a formal Project record. The Project record contents and its preparation will be maintained in a neat and orderly fashion, utilizing a cloud-based project management software and will consist of the following:

1. Engineer's Periodic Project Diary
2. Observation Periodic Reports
3. Field Measure Quantities, on a Periodic Basis
4. Prepare Statement of Days Charged, on a Weekly Basis
5. Summary of Observation Periodic Reports
6. Preparation of FAA Weekly Reports
7. Prime/Subcontractor Work Summary
8. Preparation of Material Acceptance Reports
9. Certification and Testing Log Book
10. Conduct Weekly Project Meetings with SPONSOR and Contractors and Prepare Minutes
11. Conduct Wage Rate Interviews with Prime/Subcontractors
12. Review Subcontractor Approval Forms
13. Review Weekly Payrolls for Prime/Subcontractors
14. Preparation of Periodic Payment Request for Contractor
15. Retain Copies of EEO Monthly Utilization Reports for Audit
16. Preparation and Review of Change Orders/Force Account Work
17. Maintain Redline As-Built Drawings and Records as Work Progresses. Draft Final As-Built Plans in CADD Form and Deliver to SPONSOR.

The resident observation staff is also responsible for observing construction activity as it relates to aircraft operations, report any violations to the SPONSOR, coordination of Notice to Airmen (NOTAMS) as required with SPONSOR or designated representative, and to allow the construction of the Project to be in compliance with the contract documents.

CLARIFICATION OF RESPONSIBILITY

The SPONSOR acknowledges that the Contractor, in accordance with the Contract Documents, is solely responsible for the completion of the Project in a quality and timely manner. CONSULTANT'S construction-phase work tasks for the Project are limited to those specified in this Scope of Work.

The SPONSOR acknowledges that at no time will CONSULTANTS' responsibilities include supervision or direction of the actual work by the Contractor or its employees, subcontractors or suppliers.

The SPONSOR acknowledges that the Contractor is aware that neither the approval of contractor shop drawings nor the presence of CONSULTANT field representatives nor the observation of the work by CONSULTANT representatives shall excuse the Contractor in any way from defects discovered in the Work.

The SPONSOR acknowledges that the Contractor is responsible for Project site safety. CONSULTANT staff will not control, direct or be responsible for construction means, methods, techniques, sequences (other than specified in the Construction Phasing Plan) or procedures in connection with the Contractor's work.

If construction extends the anticipated completion date, a supplemental Work Order to extend CONSULTANTS' services may be required.

End of Schedule A

**ENGINEERING COST SUMMARY
SCHEDULE "B"**

PROJECT NAME: Airport Sustainability Improvements: Phase II
PROJ DESCRIPTION Snow Removal Equipment Building Construction

CLIENT: City of Burlington
CLIENT MANAGER: Nic Longo, Director of Aviation

DATE: 05-Feb-26
A/E: Passero Associates
PROJECT NO: 20150403.016B
PA CONTACT: ABG

I. ESTIMATE OF DIRECT SALARY COSTS:

		MAXIMUM	AVERAGE	@	ESTIMATED		ESTIMATED
TITLE		RATE OF PAY (\$/HR)	RATE OF PAY (\$/HR)				COST
A.	DEPARTMENT MANAGER	\$136.14	\$112.00	X	25	=	\$2,800.00
B.	BUILDING PROGRAM MANAGER	\$49.84	\$41.00	X	0	=	\$0.00
C.	SENIOR PROJECT MANAGER II	\$93.59	\$77.00	X	328	=	\$25,256.00
D.	SENIOR PROJECT MANAGER I	\$82.65	\$68.00	X	0	=	\$0.00
E.	SENIOR PROJECT ENGINEER	\$72.93	\$60.00	X	0	=	\$0.00
F.	PROJECT ENGINEER	\$64.42	\$53.00	X	708	=	\$37,524.00
G.	STAFF ENGINEER	\$54.70	\$45.00	X	0	=	\$0.00
H.	ENGINEER II	\$44.97	\$37.00	X	0	=	\$0.00
I.	ENGINEER I	\$41.33	\$34.00	X	0	=	\$0.00
J.	SENIOR DESIGNER	\$44.97	\$37.00	X	144	=	\$5,328.00
K.	SENIOR PROJECT PLANNER	\$93.59	\$77.00	X	60	=	\$4,620.00
L.	PROJECT PLANNER II	\$60.78	\$50.00	X	0	=	\$0.00
M.	PROJECT PLANNER I	\$43.76	\$36.00	X	0	=	\$0.00
N.	GRANTS ADMINISTRATOR	\$52.27	\$43.00	X	40	=	\$1,720.00
O.	ADMINISTRATIVE ASSISTANT	\$32.82	\$27.00	X	20	=	\$540.00
P.	RESIDENT PROJECT REPRESENTATIVE III	\$70.50	\$58.00	X	800	=	\$46,400.00
Q.	RESIDENT PROJECT REPRESENTATIVE II	\$63.21	\$52.00	X	0	=	\$0.00
R.	RESIDENT PROJECT REPRESENTATIVE I	\$48.62	\$40.00	X	350	=	\$14,000.00
S.	SENIOR ARCHITECT	\$85.09	\$70.00	X	608	=	\$42,560.00
T.	PROJECT ARCHITECT	\$66.85	\$55.00	X	88	=	\$4,840.00
U.	JOB CAPTAIN	\$51.05	\$42.00	X	0	=	\$0.00
V.	ARCH DESIGNER III	\$41.33	\$34.00	X	0	=	\$0.00
W.	ARCH DESIGNER II	\$38.90	\$32.00	X	0	=	\$0.00
X.	ARCH DESIGNER I	\$35.25	\$29.00	X	0	=	\$0.00
Y.	READYVIS/LANDSCAPE ARCHITECT	\$72.93	\$60.00	X	0	=	\$0.00
Z.	SENIOR.MANAGING STRUCTURAL	\$105.75	\$87.00	X	130	=	\$11,310.00
AA.	STRUCTURAL ENG	\$65.64	\$54.00	X	0	=	\$0.00
BB.	SURVEY MANAGER	\$74.15	\$61.00	X	0	=	\$0.00
CC.	*SURVEY PARTY CHIEF	\$48.62	\$40.00	X	0	=	\$0.00
DD.	*SURVEYOR (FIELD) -per person	\$35.25	\$29.00	X	0	=	\$0.00
EE.	SURVEYOR (OFFICE)	\$38.90	\$32.00	X	0	=	\$0.00

3301

* Prevailing Wage

TOTAL ESTIMATED DIRECT SALARY COST:

\$196,898.00

II. OVERHEAD EXPENSES & PAYROLL BURDEN PER SCHEDULE "C" -

(AUDITABLE, ESTIMATED AND EXPRESSED AS A PERCENTAGE
OF DIRECT SALARY COST):

163.60%

\$322,125.13

III. SUBTOTAL OF ITEMS I & II:

TOTAL LABOR AND OVERHEAD

\$519,023.13

IV. ESTIMATE OF DIRECT EXPENSES:

A.	TRAVEL, BY AUTO:						
		77 TRIPS @	680 MILES/TRIP @	\$0.725	=	\$37,961.00	
B.	ON SITE TRAVEL BY RES. PROJ. REP.:						
		5 MILES/DAY	51 DAYS @	\$0.725	=	\$184.88	
C.	PER DIEM:						
		154 DAYS @	1 PERSONS @	\$288.00	=	\$44,352.00	
D.	MISCELLANEOUS (E.g.: Reproductions, Postage, Tolls, Etc.):				=	\$185.53	

TOTAL ESTIMATE OF DIRECT EXPENSES:

\$82,683.41**V. FIXED FEE (PROFIT):**

A.	LABOR PLUS OVERHEAD:	15%	(OF III.)	\$77,853.47
B.	DIRECT EXPENSES:	0%	(OF IV.)	\$0.00
C.	SERVICES BY OTHERS (SBO's):	0%		\$0.00

TOTAL FIXED FEE:

\$77,853.47**VI. SUBCONTRACTS:**

A. ESTIMATE OF SUBSURFACE INVESTIGATION & TESTS:

1	MOBILIZATION/DEMOBILIZATION:	0	LUMP SUM	\$1,000.00	=	\$0.00
2	PAVEMENT CORES:	0	EACH @	\$110.00	=	\$0.00
3	CONTINUOUS SAMPLING:	0	L.F. @	\$25.00	=	\$0.00
4	OBSERVATION WELL:	0	L.F. @	\$15.00	=	\$0.00
5	TEST PITS:	0	EACH @	\$450.00	=	\$0.00
6	FIELD CBR:	0	EACH @	\$450.00	=	\$0.00
7	FIELD DENSITY TESTS:	0	EACH @	\$23.00	=	\$0.00
8	MECHANICAL ANALYSIS:	0	EACH @	\$80.00	=	\$0.00
9	LABORATORY PROCTORS:	0	EACH @	\$145.00	=	\$0.00
10	SOAKED LAB CBR (ASTM D1883, PAR 8.1.1):	0	EACH @	\$290.00	=	\$0.00
11	SOAKED LAB CBR (ASTM D1883, PAR 8.1.2):	0	EACH @	\$390.00	=	\$0.00
12	SOAKED LAB CBR (ASTM D1883, PAR 8.2):	0	EACH @	\$490.00	=	\$0.00
13	ATTERBERG LIMITS:	0	EACH @	\$90.00	=	\$0.00
14	NATURAL MOISTURE CONTENT:	0	EACH @	\$12.00	=	\$0.00
15	HYDROMETER ANALYSIS:	0	EACH @	\$60.00	=	\$0.00

TOTAL ESTIMATED SUBSURFACE INVESTIGATION & TESTS:

\$0.00B. OTHER SBO'S, **DBE**:

1	RPR (EIV)	DBE	\$522,020.00
2	Electrical CA (Jade Stone)		\$48,000.00
3	AS BUILT Survey (Vermont Survey)		\$13,530.00
4	Construction Material Testing (ATL)		\$104,190.00

TOTAL SERVICES BY OTHERS COST

\$687,740.00**VII. TOTALS:**A. MAXIMUM TOTAL COST FOR DESIGN SERVICES, AGREEMENT TOTAL & **FAA** ELIGIBLE:**\$1,367,300.00**

Attachment B:
BTB Letter Response to Request for Proposals



July 25, 2024

Passero Associates
242 West Main Street, Suite 100
Rochester, NY 14614

lcheung@passero.com

Dear Lisa Cheung,

Congratulations! Patrick Leahy Burlington International Airport (Leahy BTV) is pleased to let you know that Passero Associates have been selected to provide Planning services to Leahy BTV for projects from federal fiscal year 2025 through 2029 as approved on our Capital Improvement Program (CIP).

The process used by Leahy BTV for hiring consultants follows the Federal Aviation Administration guidelines. The Airport has chosen to select a number of consultants to be on an "on call" list where they will be further contacted to participate in specific projects. The development of scopes and contracts will be done at the time of the projects. Attached please find our program summary with potential assignments. Please understand that as we move forward due to adjustments made annually to the CIP, timing and assignments will need to be adjusted as needed.

Thank you for your time and effort in preparation for the selection process. We look forward to the potential of working together in the near future. If you have any questions or concerns don't hesitate to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nic Longo', is written over a white background.

Nic Longo, Director of Aviation, BTV

**PATRICK LEAHY BURLINGTON INTERNATIONAL
AIRPORT
2024 PROCUREMENT OF PROFESSIONAL
SERVICES CONSULTANT SELECTION PROCESS
AND RECOMMENDATIONS**

BACKGROUND

FAA Advisory Circular 150/5100-14E outlines guidance to be used in the selection of consultants to contract with to perform architectural, engineering and planning services on federally funded projects at airports, such as Airport Improvement Program (AIP) projects and Passenger Facility Charge (PFC) projects. Separate processes, which included qualification-based selection, were completed for architectural /engineering and planning services, respectively.

The Patrick Leahy Burlington International Airport (BTV) has followed the process outlined in the Advisory Circular and has selected consultants for airport related services about every 5 years or when there was a significant change to the Capital Improvement Program (CIP). BTV has completed this process numerous times throughout the past 30 years, with the most recent selection in 2019 for projects through 2024.

The normal process is to advertise a Request for Qualifications (RFQ) to interested Consultants. This is a summary of the process used this year:

1. IDENTIFYING THE PROJECT(S) AND PROFESSIONAL SERVICES

Within the RFQ was a list of the projects we expect to begin, but not limited to, within the next 5-year period. This attachment provided the project name, limited scope, probable year, anticipated services and estimated project cost.

2. ESTABLISHING A SELECTION BOARD

The airport selected a diverse group of individuals from the airport staff to review and evaluate the received qualification packets. The team was as

follows:

Nic Longo, Director of Aviation

Marie Freidman, Director of Finance

Larry Lackey, Director of Planning, Engineering and Sustainability

Kirk Patch, Associate Airport Engineer

Andrew Geppner, Manager Airfield Maintenance

3. DETERMINING A SELECTION POLICY

AC 150/5100-14E Section 2.7 was followed in detail, which was a comparative analysis of professional qualifications necessary for satisfactory performance of the services required as outlined in Section 1 above. The process fully satisfied the requirements of an open and free competition.

4. DEVELOPING A SELECTION CRITERIA

Within the RFQ was a detailed set of selection criteria as outlined below:

Statement of Qualifications (SQQ) were read and evaluated by the Consultant Selection Board. The evaluation process was used to determine which proposals provide the best value to BTV. The best value is determined by evaluating company capability, resource capacity, and staff experience and project references. This will, based on the criteria below and in the professional opinion of the selection board, assure timely delivery of quality service and products. The selection committee used the evaluation criteria described below to objectively evaluate and rank the proposals that were found to be responsive to all major requirements of this RFQ. Upon reviewing SOQ's, BTV selected multiple qualified firms from which it will request proposals for professional architectural/engineering and planning services. The selection of qualified firms and individuals was made by BTV in its sole discretion. Selected participating firms must be willing to submit proposals in response to a request for proposals for the services as referred to in Section 1 above, at the time of project need.

Proposals, which meet the minimum response requirements for architectural/engineering services, were evaluated and scored based on the following criteria:

Criteria	Maximum Points
<i>Prior Experience working with Aviation</i> - Aviation Project Experience Adequacy and availability of resources, Familiarity with geographical projects, ability and knowledge of the Local, State and Federal regulatory processes.	25
<i>Staffing Qualifications and Experience with Aviation</i> - Qualifications and Experience of Project Team in Staffing, Aviation Project Management & Team Organization - this organization will be delineated by there being one (1) designated Project Manager to Communicate with & keep Informed the Director of Engineering and Deputy Director of Aviation.	20
<i>Capacity for Aviation Projects</i> - are the proposal and scoping report thoroughly reviewed/ proof-read and well written, organized, and communicate clearly what the accomplished goal is.	20
<i>Approach to Aviation</i> - Does the proposal demonstrate a creative approach to problem solving, identify the key stakeholder of the development process and lay out a critical path that would lead to successful completion	20
<i>Technical Aviation Expertise</i> - Do the Plan Sheets and Technical Submissions demonstrate sound engineering and design practices, contain adequate supporting plan sheets, and overall enable a well-managed construction project	15
<i>Total</i>	100

Proposals, which meet the minimum response requirements for planning services were evaluated and scored, based on the following criteria:

Criteria	Maximum Points
<i>Prior Experience working with Aviation</i> - Aviation Project Experience Adequacy and availability of resources, Familiarity with geographical projects, ability and knowledge of the Local, State and Federal regulatory processes.	25

<i>Staffing Qualifications and Experience with Aviation</i> - Qualifications and Experience of Project Team in Staffing, Aviation Project Management & Team Organization - this organization will be delineated by there being one (1) designated Project Manager to Communicate with & keep Informed the Director of Engineering and Deputy Director of Aviation.	20
<i>Capacity for Aviation Projects-</i> are the proposal and scoping report thoroughly reviewed/ proof-read and well written, organized, and communicate clearly what the accomplished goal is.	20
<i>Approach to Aviation</i> - Does the proposal demonstrate a creative approach to problem solving, identify the key stakeholder of the development process and lay out a critical path that would lead to successful completion.	20
<i>Technical Aviation Expertise</i> - Does Technical Submissions demonstrate sound planning and environmental practices and overall good experience?	15
<i>Total</i>	100

5. SOLICITING, EVALUATING AND SELECTING A CONSULTANT

1. SOLICITING:

On January 24, 2024, the Airport issued a Request for Qualifications (RFQ) statement. Included, as a part of the RFQ, was a summary of anticipated projects that could occur over the period of FY2025-FY2029. The due date was May 1, 2024 for SOQ's. BTV received 10 SOQ's for Architectural/Engineering Services and 7 SOQ's for Planning Services.

2. EVALUATING

As stated above, each qualification submission was reviewed by Airport staff personnel as outlined in Section 2 using Selection Criteria outlined in Section 4 above. Each staff member scored each SOQ independently. The scores were then tabulated based on the scoring and the qualifications by firm were ranked.

3. SELECTING

As stated above, the process used by the Airport for hiring consultants follows the Federal Aviation Administration guidelines. This requires the selection of a firm, or firms, from a number of possible candidates after the solicitation of qualifications that best serves the interests of the Airport, and then working with a selected firm to develop a scope of work, negotiate appropriate fees, and executing a contract. As in previous processes, the Airport has chosen to select a number of consultants to be on an "on-call" list where they will be further contacted to participate in specific contracts.

That list of selected consultants for **Architectural/Engineering** Services follows:

CHA
 Jacobs Engineering Group
 Hoyle Tanner and Associates
 Passero Associates
 Stantec
 McFarland Johnson
 Jones Payne Group
 *EIV

That list of selected consultants for **Planning** Services follows:

CHA
 Jacobs Engineering Group
 Jones Payne Group
 VHB
 Passero Associates
 Stantec
 McFarland Johnson
 *EIV

*DBE consultant to be used for project assistants.

6. DEVELOPING AND EXECUTING THE CONSULTANT AGREEMENT

As in previous processes, the Airport has chosen to select a number of consultants to be on an "on-call" list where they will be further contacted to participate in specific contracts. The development of scopes and contracts will be done at the time the projects; however at this time we have assigned the above consultants to the projects

anticipated in our 2025 to 2029 CIP, dated November 28, 2023, that was provided as part of this RFQ process. Those assignments are shown on the attached CIP, however as we move forward due to adjustments made annually to the CIP, timing and assignments will need to be adjusted as needed.

CONCLUSION AND RECOMMENDATION

The result of this analysis/review process should be a selection of firms that can accomplish needed architectural/airfield design, building/airfield construction, project administration, and planning and environmental services to meet the needs at the Patrick Leahy Burlington International Airport for the next several years. Selection of individual firms and negotiation of fees for specific projects will occur as these projects develop in the Airport's CIP and the particulars skills of the "on-call" consultants are reviewed.

PROCESS

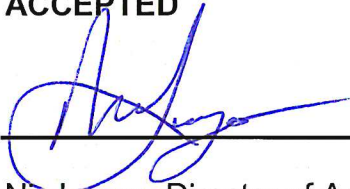
The narrative included in this document was prepared in good faith to ensure that the Consultant selection process was conducted in a fair and reasonable manner. The procedures outlined in Advisory Circular 150/5100-14E have been followed to the extent practical.

RECOMMENDED



Larry Lackey, Director of Planning, Engineering and Sustainability

ACCEPTED



Nic Longo, Director of Aviation

DATED: June 13, 2024

Attachment: BTV Capital Improvement Plan FFY2025-2029

BURLINGTON INTERNATIONAL AIRPORT (BTV)
AIP PROJECTS - FEDERAL FISCAL YEARS 2025-2029

PROGRAM SUMMARY
Tuesday, November 28, 2023

DESCRIPTION	FISCAL YEAR 2025	FISCAL Year 2026	FISCAL Year 2027	FISCAL Year 2028	FISCAL Year 2029
1. AIRFIELD PROJECTS					
b. Rehabilitate Customs/Cargo Apron - Construction	\$5,664,351				
c. New Glycol Treatment System Upgrade					\$2,000,000
d. Taxiway B Relocation		\$2,500,000			
e. Relocate Twy L		\$2,500,000			
g. Runway 15-33 Shoulder Mill and Overlay and Lighting				\$5,000,000	
h. Runway 1-19 Mill and Overlay and shortening				\$10,000,000	
j. Twy C Rehab			\$1,500,000		
j. South (Quarry) Apron/Twy G? Project (?)					
k. Old Twy K (G) Rehab				\$2,800,000	
l. Twy J rehab					\$500,000
m. Perimeter Road Rehab/fencing					\$800,000
o. 890 Apron Rehab					\$1,400,000
2. TERMINAL AREA APRON PROJECTS					
3. TERMINAL BUILDING RELATED PROJECTS					
a. North Concourse Removal, Replacement Project and Jet Bridges					
b. South Concourse Removal, Replacement Project and Jet Bridges				\$3,500,000	
4. OTHER PROJECTS (AIP/PFG ELIGIBLE)					
a. Replace SRE Equipment			\$800,000		
5. PLANNING/ PREDESIGN PROJECTS					
a. Avigation Easements, evaluation, acquisition	\$600,000				
b. Obstruction Removal (Rwy 15, Rwy 33)	\$500,000				
c. Wildlife Study Update					\$150,000
6. BIL Funds					
e. NEW SRE Building	\$19,208,769				
TOTAL PROJECT COST	\$25,973,120	\$5,000,000	\$2,300,000	\$21,300,000	\$4,850,000
Total Federal Funding (90%) includes entitlement and discretionary funding	\$23,375,808	\$4,500,000	\$2,070,000	\$19,170,000	\$4,365,000
Local Funding required (10%):	\$2,597,312	\$500,000	\$230,000	\$2,130,000	\$485,000
Entitlement	\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000
Anticipated AIP Discretionary/Supplemental/Omnibus CDS	\$19,775,808	\$900,000	(\$1,530,000)	\$15,570,000	\$765,000
1. NOISE MITIGATION					
b. Update Noise Compatibility Program	\$500,000				
e. Noise mitigation Implementation	\$5,055,555	\$5,555,555	\$5,555,555	\$5,555,555	\$5,555,555
TOTAL NOISE MITIGATION TOTAL PROJECT COST	\$5,555,555	\$5,555,555	\$5,555,555	\$5,555,555	\$5,555,555
Total Federal Funding (90%)	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Local Funding required (10%)	\$555,556	\$555,556	\$555,556	\$555,556	\$555,556
1. AIP SUPPLEMENTAL FUNDING					
TOTAL AIP SUPPLEMENTAL FUNDING	\$0	\$0	\$0	\$0	\$0
Total Federal Funding (90%)	\$0	\$0	\$0	\$0	\$0
Local Funding required (10%):	\$0	\$0	\$0	\$0	\$0

Anticipated Consultant Project Assignment

Hoyle Tanner & Associates
 Stantec
 McFarland Johnson
 McFarland Johnson
 Stantec
 Stantec
 Jacob's Engineering Group

Hoyle Tanner & Associates
 Hoyle Tanner & Associates
 Passero Associates
 Hoyle Tanner & Associates

Jacob's Engineering Group

Passero Associates

Passero Associates
 Passero Associates
 Passero Associates

Passero Associates

CHA
 Jones Payne Group/CHA

NOTES: FEDERAL FISCAL YEAR BEGINS OCT 1

Entitlement - red

Discretionary funding for projects shown in purple



July 25, 2024

Passero Associates
242 West Main Street, Suite 100
Rochester, NY 14614

lcheung@passero.com

Dear Lisa Cheung,

Congratulations! Patrick Leahy Burlington International Airport (Leahy BTV) is pleased to let you know that Passero Associates have been selected to provide Architectural and Engineering services to Leahy BTV for projects from federal fiscal year 2025 through 2029 as approved on our Capital Improvement Program (CIP).

The process used by Leahy BTV for hiring consultants follows the Federal Aviation Administration guidelines. The Airport has chosen to select a number of consultants to be on an "on call" list where they will be further contacted to participate in specific projects. The development of scopes and contracts will be done at the time of the projects. Attached please find our program summary with potential assignments. Please understand that as we move forward due to adjustments made annually to the CIP, timing and assignments will need to be adjusted as needed.

Thank you for your time and effort in preparation for the selection process. We look forward to the potential of working together in the near future. If you have any questions or concerns don't hesitate to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nic Longo'.

Nic Longo, Director of Aviation

**PATRICK LEAHY BURLINGTON INTERNATIONAL
AIRPORT
2024 PROCUREMENT OF PROFESSIONAL
SERVICES CONSULTANT SELECTION PROCESS
AND RECOMMENDATIONS**

BACKGROUND

FAA Advisory Circular 150/5100-14E outlines guidance to be used in the selection of consultants to contract with to perform architectural, engineering and planning services on federally funded projects at airports, such as Airport Improvement Program (AIP) projects and Passenger Facility Charge (PFC) projects. Separate processes, which included qualification-based selection, were completed for architectural /engineering and planning services, respectively.

The Patrick Leahy Burlington International Airport (BTV) has followed the process outlined in the Advisory Circular and has selected consultants for airport related services about every 5 years or when there was a significant change to the Capital Improvement Program (CIP). BTV has completed this process numerous times throughout the past 30 years, with the most recent selection in 2019 for projects through 2024.

The normal process is to advertise a Request for Qualifications (RFQ) to interested Consultants. This is a summary of the process used this year:

1. IDENTIFYING THE PROJECT(S) AND PROFESSIONAL SERVICES

Within the RFQ was a list of the projects we expect to begin, but not limited to, within the next 5-year period. This attachment provided the project name, limited scope, probable year, anticipated services and estimated project cost.

2. ESTABLISHING A SELECTION BOARD

The airport selected a diverse group of individuals from the airport staff to review and evaluate the received qualification packets. The team was as

follows:

Nic Longo, Director of Aviation

Marie Freidman, Director of Finance

Larry Lackey, Director of Planning, Engineering and Sustainability

Kirk Patch, Associate Airport Engineer

Andrew Geppner, Manager Airfield Maintenance

3. DETERMINING A SELECTION POLICY

AC 150/5100-14E Section 2.7 was followed in detail, which was a comparative analysis of professional qualifications necessary for satisfactory performance of the services required as outlined in Section 1 above. The process fully satisfied the requirements of an open and free competition.

4. DEVELOPING A SELECTION CRITERIA

Within the RFQ was a detailed set of selection criteria as outlined below:

Statement of Qualifications (SQQ) were read and evaluated by the Consultant Selection Board. The evaluation process was used to determine which proposals provide the best value to BTV. The best value is determined by evaluating company capability, resource capacity, and staff experience and project references. This will, based on the criteria below and in the professional opinion of the selection board, assure timely delivery of quality service and products. The selection committee used the evaluation criteria described below to objectively evaluate and rank the proposals that were found to be responsive to all major requirements of this RFQ. Upon reviewing SOQ's, BTV selected multiple qualified firms from which it will request proposals for professional architectural/engineering and planning services. The selection of qualified firms and individuals was made by BTV in its sole discretion. Selected participating firms must be willing to submit proposals in response to a request for proposals for the services as referred to in Section 1 above, at the time of project need.

Proposals, which meet the minimum response requirements for architectural/engineering services, were evaluated and scored based on the following criteria:

Criteria	Maximum Points
<i>Prior Experience working with Aviation</i> - Aviation Project Experience Adequacy and availability of resources, Familiarity with geographical projects, ability and knowledge of the Local, State and Federal regulatory processes.	25
<i>Staffing Qualifications and Experience with Aviation</i> - Qualifications and Experience of Project Team in Staffing, Aviation Project Management & Team Organization - this organization will be delineated by there being one (1) designated Project Manager to Communicate with & keep Informed the Director of Engineering and Deputy Director of Aviation.	20
<i>Capacity for Aviation Projects</i> - are the proposal and scoping report thoroughly reviewed/ proof-read and well written, organized, and communicate clearly what the accomplished goal is.	20
<i>Approach to Aviation</i> - Does the proposal demonstrate a creative approach to problem solving, identify the key stakeholder of the development process and lay out a critical path that would lead to successful completion	20
<i>Technical Aviation Expertise</i> - Do the Plan Sheets and Technical Submissions demonstrate sound engineering and design practices, contain adequate supporting plan sheets, and overall enable a well-managed construction project	15
<i>Total</i>	100

Proposals, which meet the minimum response requirements for planning services were evaluated and scored, based on the following criteria:

Criteria	Maximum Points
<i>Prior Experience working with Aviation</i> - Aviation Project Experience Adequacy and availability of resources, Familiarity with geographical projects, ability and knowledge of the Local, State and Federal regulatory processes.	25

<i>Staffing Qualifications and Experience with Aviation</i> - Qualifications and Experience of Project Team in Staffing, Aviation Project Management & Team Organization - this organization will be delineated by there being one (1) designated Project Manager to Communicate with & keep Informed the Director of Engineering and Deputy Director of Aviation.	20
<i>Capacity for Aviation Projects-</i> are the proposal and scoping report thoroughly reviewed/ proof-read and well written, organized, and communicate clearly what the accomplished goal is.	20
<i>Approach to Aviation</i> - Does the proposal demonstrate a creative approach to problem solving, identify the key stakeholder of the development process and lay out a critical path that would lead to successful completion.	20
<i>Technical Aviation Expertise</i> - Does Technical Submissions demonstrate sound planning and environmental practices and overall good experience?	15
<i>Total</i>	100

5. SOLICITING, EVALUATING AND SELECTING A CONSULTANT

1. SOLICITING:

On January 24, 2024, the Airport issued a Request for Qualifications (RFQ) statement. Included, as a part of the RFQ, was a summary of anticipated projects that could occur over the period of FY2025-FY2029. The due date was May 1, 2024 for SOQ's. BTV received 10 SOQ's for Architectural/Engineering Services and 7 SOQ's for Planning Services.

2. EVALUATING

As stated above, each qualification submission was reviewed by Airport staff personnel as outlined in Section 2 using Selection Criteria outlined in Section 4 above. Each staff member scored each SOQ independently. The scores were then tabulated based on the scoring and the qualifications by firm were ranked.

3. SELECTING

As stated above, the process used by the Airport for hiring consultants follows the Federal Aviation Administration guidelines. This requires the selection of a firm, or firms, from a number of possible candidates after the solicitation of qualifications that best serves the interests of the Airport, and then working with a selected firm to develop a scope of work, negotiate appropriate fees, and executing a contract. As in previous processes, the Airport has chosen to select a number of consultants to be on an "on-call" list where they will be further contacted to participate in specific contracts.

That list of selected consultants for **Architectural/Engineering** Services follows:

- CHA
- Jacobs Engineering Group
- Hoyle Tanner and Associates
- Passero Associates
- Stantec
- McFarland Johnson
- Jones Payne Group
- *EIV

That list of selected consultants for **Planning** Services follows:

- CHA
- Jacobs Engineering Group
- Jones Payne Group
- VHB
- Passero Associates
- Stantec
- McFarland Johnson
- *EIV

*DBE consultant to be used for project assistants.

6. DEVELOPING AND EXECUTING THE CONSULTANT AGREEMENT

As in previous processes, the Airport has chosen to select a number of consultants to be on an "on-call" list where they will be further contacted to participate in specific contracts. The development of scopes and contracts will be done at the time the projects; however at this time we have assigned the above consultants to the projects

anticipated in our 2025 to 2029 CIP, dated November 28, 2023, that was provided as part of this RFQ process. Those assignments are shown on the attached CIP, however as we move forward due to adjustments made annually to the CIP, timing and assignments will need to be adjusted as needed.

CONCLUSION AND RECOMMENDATION

The result of this analysis/review process should be a selection of firms that can accomplish needed architectural/airfield design, building/airfield construction, project administration, and planning and environmental services to meet the needs at the Patrick Leahy Burlington International Airport for the next several years. Selection of individual firms and negotiation of fees for specific projects will occur as these projects develop in the Airport's CIP and the particulars skills of the "on-call" consultants are reviewed.

PROCESS

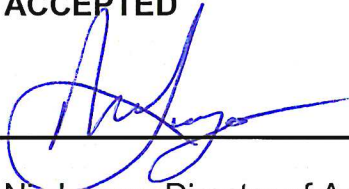
The narrative included in this document was prepared in good faith to ensure that the Consultant selection process was conducted in a fair and reasonable manner. The procedures outlined in Advisory Circular 150/5100-14E have been followed to the extent practical.

RECOMMENDED



Larry Lackey, Director of Planning, Engineering and Sustainability

ACCEPTED



Nic Longo, Director of Aviation

DATED: June 13, 2024

Attachment: BTV Capital Improvement Plan FFY2025-2029

BURLINGTON INTERNATIONAL AIRPORT (BTV)
AIP PROJECTS - FEDERAL FISCAL YEARS 2025-2029

PROGRAM SUMMARY
Tuesday, November 28, 2023

DESCRIPTION	FISCAL YEAR 2025	FISCAL Year 2026	FISCAL Year 2027	FISCAL Year 2028	FISCAL Year 2029	
1. AIRFIELD PROJECTS						Anticipated Consultant Project Assignment Hoyle Tanner & Associates Stantec McFarland Johnson McFarland Johnson Stantec Stantec Jacob's Engineering Group Hoyle Tanner & Associates Hoyle Tanner & Associates Passero Associates Hoyle Tanner & Associates
b. Rehabilitate Customs/Cargo Apron - Construction	\$5,664,351					
c. New Glycol Treatment System Upgrade					\$2,000,000	
d. Taxiway B Relocation		\$2,500,000				
e. Relocate Twy L		\$2,500,000				
g. Runway 15-33 Shoulder Mill and Overlay and Lighting				\$5,000,000		
h. Runway 1-19 Mill and Overlay and shortening				\$10,000,000		
j. Twy C Rehab			\$1,500,000			
j. South (Quarry) Apron/Twy G? Project (?)						
k. Old Twy K (G) Rehab				\$2,800,000		
l. Twy J rehab					\$500,000	
m. Perimeter Road Rehab/fencing					\$800,000	
o. 890 Apron Rehab					\$1,400,000	
2. TERMINAL AREA APRON PROJECTS						
3. TERMINAL BUILDING RELATED PROJECTS						Jacob's Engineering Group Passero Associates Passero Associates Passero Associates Passero Associates Passero Associates
a. North Concourse Removal, Replacement Project and Jet Bridges						
b. South Concourse Removal, Replacement Project and Jet Bridges				\$3,500,000		
4. OTHER PROJECTS (AIP/PFG ELIGIBLE)						
a. Replace SRE Equipment			\$800,000			
5. PLANNING/ PREDESIGN PROJECTS						
a. Avigation Easements, evaluation, acquisition	\$600,000					
b. Obstruction Removal (Rwy 15, Rwy 33)	\$500,000					
c. Wildlife Study Update					\$150,000	
6. BIL Funds						
e. NEW SRE Building	\$19,208,769					
TOTAL PROJECT COST	\$25,973,120	\$5,000,000	\$2,300,000	\$21,300,000	\$4,850,000	CHA Jones Payne Group/CHA
Total Federal Funding (90%) includes entitlement and discretionary funding	\$23,375,808	\$4,500,000	\$2,070,000	\$19,170,000	\$4,365,000	
Local Funding required (10%):	\$2,597,312	\$500,000	\$230,000	\$2,130,000	\$485,000	
Entitlement	\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000	\$3,600,000	
Anticipated AIP Discretionary/Supplemental/Omnibus CDS	\$19,775,808	\$900,000	(\$1,530,000)	\$15,570,000	\$765,000	
1. NOISE MITIGATION						
b. Update Noise Compatibility Program	\$500,000					
e. Noise mitigation Implementation	\$5,055,555	\$5,555,555	\$5,555,555	\$5,555,555	\$5,555,555	
TOTAL NOISE MITIGATION TOTAL PROJECT COST	\$5,555,555	\$5,555,555	\$5,555,555	\$5,555,555	\$5,555,555	
Total Federal Funding (90%)	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	
Local Funding required (10%)	\$555,556	\$555,556	\$555,556	\$555,556	\$555,556	
1. AIP SUPPLEMENTAL FUNDING						
TOTAL AIP SUPPLEMENTAL FUNDING	\$0	\$0	\$0	\$0	\$0	
Total Federal Funding (90%)	\$0	\$0	\$0	\$0	\$0	
Local Funding required (10%):	\$0	\$0	\$0	\$0	\$0	

NOTES: FEDERAL FISCAL YEAR BEGINS OCT 1

Entitlement - red

Discretionary funding for projects shown in purple

Attachment 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 Passero Associates, DPC
- 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] – NOT APPLICABLE

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 of this Contract.

Notwithstanding the foregoing, with respect to Professional Negligence (defined below), (i) the Contractor shall not have a defense duty to the City or its officers and employees; and (ii) the Contractor's duty to indemnify and hold harmless the City and its officers and employees shall be limited to the extent of the Contractor's actual fault; provided, however, that the Contractor's indemnification obligation with respect to Professional Negligence shall include the obligation to reimburse defense costs in the event and to the extent such costs are incurred and paid by the City as the proximate cause of said Professional Negligence.

As used herein, "Professional Negligence" means a failure by the Contractor to exercise that degree of skill and care ordinarily possessed by a reasonably prudent professional practicing in the same or similar locality and providing the same or similar services. For greater clarity, Professional Negligence generally includes the type of negligence covered under a Professional Liability/Errors & Omissions policy of insurance but not necessarily under a Commercial General Liability or Automobile Liability policy of insurance.

Attachment D:
Burlington Livable Wage Ordinance Certification

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, Lisa M Cheung, on behalf of Passero Associates, DPC ("the Contractor") in connection with a contract for construction phase for the Snow Removal Equipment Building 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.

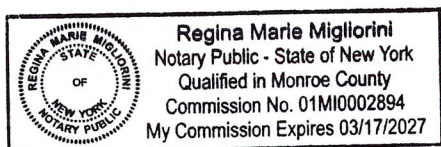
Date 6/17/26

By: Lisa M Cheung

Subscribed and sworn to before me:

Date June 17, 2026

Regina Marie Miglorini



Attachment E:
Burlington Outsourcing Ordinance Certification

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

I, Lisa M Cheung, on behalf of

Passero Associates, DPC (Contractor) and in connection with the

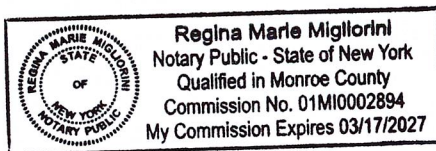
Snow Removal Equipment Building – Construction Phase Services [project], hereby certify under oath that (1) Contractor shall comply with the City of

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 Rochester, NY this 17th day of June, 2026.

By: *Lisa M Cheung*
Duly Authorized Agent

Subscribed and sworn to before me: *Regina Marie Miglorini*
Notary



Attachment F:
Burlington Union Deterrence Ordinance Certification

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

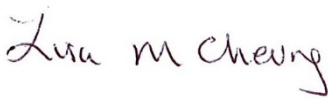
I, Lisa M Cheung, on behalf of Passero Associates, DPC

(Contractor) and in connection with Snow Removal Equipment Building Construction Phases
Services (City

contract/project/grant), hereby certify under oath that Passero Associates

(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 Rochester, NY this 17th day of June, 2026


By: _____
Duly Authorized Agent

Attachment G:
Consultant's Certificate of Insurance & Endorsements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/4/2025

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 Arthur J. Gallagher Risk Management Services, LLC 30 Century Hill Drive, Suite 200 Latham NY 12110	CONTACT NAME: PHONE (A/C, No, Ext): 518-869-3535 FAX (A/C, No): 518-869-3580 E-MAIL ADDRESS:
INSURED Passero Associates Engineering Architecture & Surveying DPC Passero Associates LLC / Passero Associates 242 W Main St. Suite 100 Rochester NY 14614	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Company INSURER B: Charter Oak Fire Insurance Company INSURER C: Phoenix Insurance Company INSURER D: Travelers Property Casualty Co of America INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 414308235**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	6808P561169	5/1/2025	5/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	BA7R75786A	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y	CUP8P561803	5/1/2025	5/1/2026	EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 Follow Form \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	UB8P560763	5/1/2025	5/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Snow Removal Building Certificate Holder is additional insured on a primary/non-contributory basis as required by written contract under the General Liability, Automobile Liability, Umbrella/Excess Liability policies. Waiver of Subrogation applies as required by written contract. 30 days' notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

Burlington International Airport
1200 Apt Drive
South Burlington VT 05430
USA

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Passero Associates Engineering Architecture & Surveying DPC 242 W Main St. Suite 100 Rochester, NY 14614 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 585-325-1000 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 161255176
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Burlington International Airport 1200 Apt Drive South Burlington, VT 05430 USA	3a. Name of Insurance Carrier Phoenix Insurance Company 3b. Policy Number of Entity Listed in Box "1a" UB8P560763 3c. Policy effective period 05/01/2025 to 05/01/2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Arthur J. Gallagher Risk Management Services, LLC
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Robert W. Corbett 5/4/2025
(Signature) (Date)

Title: Area President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-869-3535

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. Non-Owned Watercraft – 75 Feet Long Or Less | H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises |
| B. Who Is An Insured – Unnamed Subsidiaries | I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations |
| C. Who Is An Insured – Retired Partners, Members, Directors And Employees | J. Incidental Medical Malpractice |
| D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees | K. Medical Payments – Increased Limit |
| E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies | L. Amendment Of Excess Insurance Condition – Professional Liability |
| F. Blanket Additional Insured – Controlling Interest | M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement |
| G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers | N. Contractual Liability – Railroads |

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
 - (2) A watercraft you do not own that is:
 - (a) 75 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:
 - e. Any person or organization that, with your express or implied consent, either

uses or is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

- (a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
- (b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

- (a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

- (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such

organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
 - b. An organization other than a partnership, joint venture or limited liability company; or
 - c. A trust;
- as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away

openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

- 1. The following replaces Paragraph b. of the definition of "occurrence" in the **DEFINITIONS** Section:

- b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

- 2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

- (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c.** Any easement or license agreement;
2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 37 07 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONSTHIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: COMMERCIAL GENERAL LIABILITY COVERAGE PART SCHEDULE NAMES OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S): ANY PERSON OR ORGANIZATION THAT YOU AGREE IN A WRITTEN CONTRACT TO INCLUDE AS AN ADDITIONAL INSURED ON THIS COVERAGE PART, PROVIDED THAT SUCH WRITTEN CONTRACT WAS SIGNED AND EXECUTED BY YOU BEFORE, AND IS IN EFFECT WHEN, THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS OR THE "PERSONAL INJURY" OR "ADVERTISING INJURY" OFFENSE IS COMMITTED. LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS: ANY PROJECT TO WHICH A WRITTEN CONTRACT WITH THE ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S) IN THE SCHEDULE APPLIES. (INFORMATION REQUIRED TO COMPLETE THIS SCHEDULE, IF NOT SHOWN ABOVE, WILL BE SHOWN IN THE DECLARATIONS.) A. SECTION II - WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN ADDITIONAL INSURED THE PERSON(S) OR ORGANIZATION(S) SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY FOR "BODILY INJURY", "PROPERTY DAMAGE" CAUSED, IN WHOLE OR IN PART, BY "YOUR WORK" AT THE LOCATION DESIGNATED AND DESCRIBED IN THE SCHEDULE OF THIS ENDORSEMENT PERFORMED FOR THAT ADDITIONAL INSURED AND INCLUDED IN THE "PRODUCTS-COMPLETED OPERATIONS HAZARD". CG 20 37 07 04 COPYRIGHT ISO PROPERTIES, INC. 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL AGGREGATE LIMIT OTHER THAN PROJECTS AND DESIGNATED PROJECT AND LOCATION AGGREGATE LIMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE – LIMITS OF INSURANCE AND DESIGNATED PROJECTS AND LOCATIONS

LIMITS OF INSURANCE

Total Aggregate Limit (Other Than Projects and Products-Completed Operations)	\$ 20,000,000
Designated Location Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
Designated Project Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000
General Aggregate Limit (Other Than Products-Completed Operations)	\$ 4,000,000

Designated Projects:

Each "project" for which you have agreed, in a written contract which is in effect during this policy period, to provide a separate General Aggregate Limit, provided that the contract is signed by you before the "bodily injury" or "property damage" occurs.

Designated Locations:

All locations listed in Item 3. of the Common Policy Declarations or in any Master Pac Account Exposure Endorsement included in this policy.

PROVISIONS

1. The General Aggregate Limit (Other Than Products-Completed Operations) shown in the Declarations is replaced by the Limits of Insurance shown in the Schedule – Limits Of Insurance And Designated Projects And Locations.
2. The following replaces Paragraph 1. of **SECTION III – LIMITS OF INSURANCE:**
 1. The Limits of Insurance shown in the Declarations or the Schedule – Limits Of Insurance And Designated Projects And Locations, whichever apply, and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought;

- c. Persons or organizations making claims or bringing "suits"; or
 - d. "Projects" or "locations".
- 3. The following replaces Paragraph 2. of **SECTION III – LIMITS OF INSURANCE:**
 - 2. a. The Total Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations is the most we will pay for the sum of all amounts under the Designated Location Aggregate Limit and all amounts under the General Aggregate Limit. This includes:
 - (1) Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
 - (2) Damages under Coverage B; and
 - (3) Medical expenses under Coverage C.
 - b. The Designated Project Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Project Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
 that can be attributed only to operations at a single "project".
 - (2) The Designated Project Aggregate Limit applies separately to each "project".
 - (3) The Designated Project Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Project Aggregate Limit does not apply to damages

under Coverage B. Instead, the General Aggregate Limit described in Paragraph 2.d. below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Project Aggregate Limit applies will reduce the Designated Project Aggregate Limit for the applicable "project". Such payments will not reduce the Total Aggregate Limit, the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit for any other "project" or the Designated Location Aggregate Limit.
- c. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the Designated Location Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:
 - (1) The Designated Location Aggregate Limit is the most we will pay for the sum of:
 - (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences"; and
 - (b) Medical expenses under Coverage C for "bodily injury" caused by accidents;
 that can be attributed only to operations at a single "location".
 - (2) The Designated Location Aggregate Limit applies separately to each "location".
 - (3) The Designated Location Aggregate Limit does not apply to damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.
 - (4) The Designated Location Aggregate Limit does not apply to damages under Coverage B. Instead, the General Aggregate Limit described in

Paragraph 2.d. below applies to such damages.

- (5) Any payments made for damages or medical expenses to which the Designated Location Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The Designated Location Aggregate Limit for the applicable "location".

Such payments will not reduce the General Aggregate Limit described in Paragraph 2.d. below, the Designated Project Aggregate Limit or the Designated Location Aggregate Limit for any other "location".

- d. Subject to the Total Aggregate Limit described in Paragraph 2.a. above, the General Aggregate Limit shown in the Schedule – Limits Of Insurance And Designated Projects And Locations applies and is further subject to all of the following provisions:

- (1) The General Aggregate Limit is the most we will pay for the sum of:

- (a) Damages under Coverage A because of "bodily injury" and "property damage" caused by "occurrences", and medical expenses under Coverage C for "bodily injury" caused by accidents, that cannot be attributed only to operations at a single "project" or a single "location"; and
- (b) Damages under Coverage B.

- (2) The General Aggregate Limit does not apply to damages for "bodily injury" or "property damage" included in the "products-completed operations hazard". Instead, the Products-Completed Operations Aggregate Limit described in Paragraph 3. below applies to such damages.

- (3) Any payments made for damages or medical expenses to which the

General Aggregate Limit applies will reduce:

- (a) The Total Aggregate Limit; and
- (b) The General Aggregate Limit.

Such payments will not reduce the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

4. The following replaces Paragraph 3. of **SECTION III – LIMITS OF INSURANCE**:

3. The Products-Completed Operations Aggregate Limit shown in the Declarations is the most we will pay under Coverage A for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard". Any payments made for such damages will not reduce the Total Aggregate Limit, the General Aggregate Limit, the Designated Project Aggregate Limit for any "project" or the Designated Location Aggregate Limit for any "location".

5. The following is added to the **DEFINITIONS** Section:

"Location" means any designated location shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is owned by or rented to you. For the purposes of determining the applicable aggregate limit of insurance, each "location" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "location".

"Project" means any designated project shown in the Schedule – Limits Of Insurance And Designated Projects And Locations that is away from premises owned by or rented to you and at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes a premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or waterway, or by a right-of-way of a railroad, will be considered a single "project".

POLICY NUMBER: 6808P561169

EFFECTIVE DATE: 05/01/2025

ISSUE DATE: 03/02/2023

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

PN T9 38 12 12	IMPORTANT NOTICE TO NORTH CAROLINA POLICYHOLDERS -
IL T0 19 02 05	CAUSES OF LOSS NOT COVERED
MP T0 01 02 05	COMMON POLICY DECLARATIONS
IL T8 01 01 01	BUSINESSOWNERS COVERAGE PART DECLARATIONS
IL T3 15 09 07	FORMS ENDORSEMENTS AND SCHEDULE NUMBERS
IL T0 20 02 05	COMMON POLICY CONDITIONS
	ADDITIONAL LOCATIONS

BUSINESSOWNERS

MP T0 25 02 05	SPECIAL PROVISIONS - LOSS PAYEE
CP 12 18 10 12	LOSS PAYABLE PROVISIONS
MP T1 30 02 05	TABLE OF CONTENTS - BUSINESSOWNERS COVERAGE PART -
	DELUXE PLAN
MP P0 06 09 15	ARCHITECTS, ENGINEERS AND SURVEYORS PROPERTY
	ENHANCEMENT
MP P0 07 09 15	ARCHITECTS, ENGINEERS AND SURVEYORS FLOOD ENDORSEMENT
MP P0 08 09 15	ARCHITECTS, ENGINEERS AND SURVEYORS EARTHQUAKE
	ENDORSEMENT
MP T1 02 02 05	BUSINESSOWNERS PROPERTY COVERAGE SPECIAL FORM
MP T1 05 02 05	AMENDATORY PROVISIONS - OFFICES
MP T5 30 11 12	FUNGUS WET ROT AND DRY ROT CHANGES - NEW YORK
MP T3 07 03 97	PROTECTIVE SAFEGUARDS ENDORSEMENT FOR SPRINKLERED
	LOCATIONS AND RESTAURANTS
MP T3 25 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
MP T3 50 11 06	EQUIPMENT BREAKDOWN - SERVICE INTERRUPTION LIMITATION
MP T3 56 02 08	AMENDATORY PROVISIONS - GREEN BUILDING AND BUSINESS
	PERSONAL PROP COV ENHANCEMENTS
CP 01 23 04 08	OHIO CHANGES
MP T5 36 03 14	NORTH CAROLINA CHANGES
MP T5 45 01 18	NEW YORK CHANGES
MP T4 46 05 91	VERMONT CHANGES
MP T4 81 01 00	GEORGIA CHANGES - "POLLUTANTS"
MP T5 01 01 20	GEORGIA CHANGES

COMMERCIAL GENERAL LIABILITY

CG D4 69 02 19	TOT AGG LIMIT OTHER THAN PROJECTS
CG T0 34 02 19	TABLE OF CONTENTS - COMMERCIAL GENERAL LIABILITY
	COVERAGE FORM CG T1 00 02 19
CG T1 00 02 19	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG D3 09 02 19	AMENDATORY ENDORSEMENT - PRODUCTS-COMPLETED OPERATIONS
	HAZARD

POLICY NUMBER: 6808P561169

EFFECTIVE DATE: 05/01/2025

ISSUE DATE: 03/02/2023

COMMERCIAL GENERAL LIABILITY (CONTINUED)

CG D3 81 09 15	BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)
CG D4 11 04 08	ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION
CG D6 75 02 19	AMEND-WHO IS INS-ARCHIT/ENG/SURVEY ACTIV
CG D9 10 09 21	AMENDMENT OF INTELLECTUAL PROPERTY EXCLUSION
CG F5 62 02 09	LIMITATION WHEN TWO OR MORE COVG PARTS APPLY TO THE SAME CLAIM OR SUIT - NY
CG T8 01 05 23	GENERAL PURPOSE ENDORSEMENT
CG T8 02 05 23	GENERAL PURPOSE ENDORSEMENT
CG T8 03 05 23	GENERAL PURPOSE ENDORSEMENT
CG T8 04 05 23	GENERAL PURPOSE ENDORSEMENT
CG D3 79 02 19	XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS
CG D3 80 10 11	EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
CG D4 21 07 08	AMEND CONTRAL LIAB EXCL - EXC TO NAMED INS
CG D6 18 10 11	EXCLUSION - VIOLATION OF CONSUMER FINANCIAL PROTECTION LAWS
CG D7 71 09 20	UNMANNED AIRCRAFT EXCLUSION - WITH EXCEPTION FOR CERTAIN ADVERTISING INJURY
CG D1 42 02 19	EXCLUSION - DISCRIMINATION
CG 26 21 10 91	NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP
CG F2 63 02 19	NEW YORK CHANGES - COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG F9 34 02 19	AMENDMENT OF DUTIES IN EVENT OF AN OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION
CG F0 94 10 15	EXCLUSION - LEAD - NEW YORK
CG T9 29 07 86	OCCURRENCE - WEST VIRGINIA AND OHIO

EMPLOYEE BENEFITS LIABILITY

CG T0 09 09 93	EMPLOYEE BENEFITS LIABILITY COVERAGE PART DECLARATIONS
CG T0 43 01 16	TABLE OF CONTENTS - EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
CG T1 01 01 16	EMPLOYEE BENEFITS LIABILITY COVERAGE FORM
CG F7 18 08 12	NEW YORK CHANGES - TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP
CG T9 14 01 16	NEW YORK CHANGES - EBL

MULTIPLE SUBLINE ENDORSEMENTS

CG 01 04 12 04	NEW YORK CHANGES - PREMIUM AUDIT
----------------	----------------------------------

COMMERCIAL INLAND MARINE

CM T0 05 01 98	CONTRACTOR'S EQUIPMENT COVERAGE - DECLARATIONS
----------------	--

POLICY NUMBER: 6808P561169

EFFECTIVE DATE: 05/01/2025

ISSUE DATE: 03/02/2023

COMMERCIAL INLAND MARINE (CONTINUED)

CM T0 11 08 05	COMMERCIAL INLAND MARINE COVERAGE PART - TABLE OF CONTENTS
CM 00 01 09 04	COMMERCIAL INLAND MARINE CONDITIONS
CM T1 03 01 98	CONTRACTORS EQUIPMENT - SPECIAL
CM T3 98 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
CM T9 22 09 07	ARCHITECTS, ENGINEERS AND SURVEYORS EQUIPMENT ENDORSEMENT
CM 01 03 02 14	NORTH CAROLINA CHANGES
CM 01 04 09 15	NEW YORK CHANGES
CM 01 40 04 08	OHIO CHANGES
CM T9 08 01 98	ADDITIONAL COVERAGES CHANGES - NEW YORK

INTERLINE ENDORSEMENTS

IL F0 63 05 13	NEW YORK - EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL T0 63 07 22	ACTUAL CASH VALUE
IL T3 20 05 19	NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 21	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IL T4 40 10 20	PROTECTION OF PROPERTY
IL T3 82 05 13	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
IL T8 00 05 23	GENERAL PURPOSE ENDORSEMENT
IL 00 23 07 02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 01 53 07 02	VERMONT CHANGES
IL 01 70 09 07	VERMONT CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD
IL 01 83 08 08	NEW YORK CHANGES - FRAUD
IL 02 68 01 14	NEW YORK CHANGES - CANCELLATION AND NONRENEWAL
IL F1 42 06 19	EXCLUSION - DESIGNATED PERSONS OR ORGANIZATIONS - NEW YORK
IL F1 53 12 22	ACTUAL CASH VALUE - NEW YORK
IL T4 00 05 19	DESIG PERSON, ORG-NOTICE PROVIDED BY US

POLICY HOLDER NOTICES

PN T4 54 01 08	IMPORTANT NOTICE REGARDING INDEPENDENT AGENT AND BROKER COMPENSATION
PN MP 57 04 17	IMP NOT PROT SAFEGUARDS SPRK AND REST
PN T5 74 09 22	NOTICE NY HAZARDOUS MATERIAL REPORT
PN U2 45 01 16	NY DISCLOSURE ADDENDUM - EBL
PN MP 38 01 11	IMPORTANT NOTICE - JURISDICTIONAL INSPECTIONS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

B. BLANKET ADDITIONAL INSURED

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

C. EMPLOYEE HIRED AUTO

J. PERSONAL EFFECTS

D. EMPLOYEES AS INSURED

K. AIRBAGS

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

M. BLANKET WAIVER OF SUBROGATION

G. WAIVER OF DEDUCTIBLE – GLASS

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's"

name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE**:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE**:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**;

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance**, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – BUSINESS AUTO CONDITIONS:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 1

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

POLICY NUMBER: CUP8P561803

EFFECTIVE DATE: 05/01/2025

ISSUE DATE: 03/02/2023

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS
BY LINE OF BUSINESS

IL T8 01 01 01 FORMS ENDORSEMENTS AND SCHEDULE NUMBERS

UMBRELLA / EXCESS

EU 00 02 09 20	POLICY DECLARATIONS EXCESS FOLLOW-FORM AND UMBRELLA
	LIABILITY INSURANCE POLICY
EU 00 03 08 18	SCHEDULE OF UNDERLYING INSURANCE
EU 00 01 07 16	EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE
EU 00 05 07 16	SCHEDULE OF NAMED INSURED
EU 00 59 10 22	NEW YORK CHANGES
EU 02 34 07 16	AMENDMENT OF COVERAGE - DEFINITIONS
EU 01 44 07 16	COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED
	ORGANIZATIONS
EU 03 15 08 18	AMENDMENT OF UNDERLYING INSURANCE DEFINITION
EU 00 07 07 16	CAP LOSSES - CERT ACTS TERRORISM AND EXCL
EU 01 30 08 18	ARCHITECT, ENGINEER OR SURVEYOR PROFESSIONAL SERVICES
	EXCLUSION - COVERAGE B
EU 01 48 08 18	DAMAGE TO PROPERTY EXCLUSION - COVERAGE A
EU 02 09 08 18	NUCLEAR ENERGY LIABILITY EXCLUSION (BROAD FORM) -
	COVERAGES A AND B
EU 02 85 07 16	UNMANNED AIRCRAFT EXCLUSION - COVERAGE B
EU 02 90 07 16	WATERCRAFT LIABILITY EXCLUSION - COVERAGE B
EU 03 31 08 18	DISCRIMINATION EXCLUSION - COVERAGE B
EU 03 45 08 18	LEAD EXCLUSION - COVERAGE B - NEW YORK
EU 04 21 09 21	INTELLECTUAL PROPERTY EXCLUSION - COVERAGE B

INTERLINE ENDORSEMENTS

IL T3 20 05 19	NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US
IL T3 68 01 21	FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE
IL F1 42 06 19	EXCLUSION - DESIGNATED PERSONS OR ORGANIZATIONS - NEW
	YORK
IL T4 00 05 19	DESIG PERSON, ORG-NOTICE PROVIDED BY US

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**SCHEDULE OF UNDERLYING INSURANCE**

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE**Automobile Liability**Carrier: **Travelers Property Casualty Co
of America****Limits Of Liability****Bodily Injury And Property
Damage Combined Single
Limit** **\$1,000,000**Policy Number **BA 7R 75786A**

Policy Period

From: **05/01/2025**to: **05/01/2026****Employee Benefits Liability**Carrier **THE TRAVELERS INDEMNITY
COMPANY OF CONNECTICUT****Limits Of Liability****Each Employee** **\$2,000,000****Aggregate** **\$2,000,000**Policy Number **CUP 8P 561803**

Policy Period

From: **05/01/2025**to: **05/01/2026****Commercial General Liability**Carrier **THE TRAVELERS INDEMNITY
COMPANY OF CONNECTICUT****Limits Of Liability****General Aggregate** **\$4,000,000****Products-Completed
Operations Aggregate** **\$4,000,000**Policy Number **CUP 8P 561803**

Policy Period

From: **05/01/2025**to: **05/01/2026****Personal and
Advertising Injury** **\$2,000,000****Each Occurrence** **\$2,000,000**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**SCHEDULE OF UNDERLYING INSURANCE**

This endorsement modifies insurance provided under the following:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE**Commercial General Liability**Carrier : Travelers Property Casualty Co of
America

Policy Number 66808P560935

Policy Period

From: 05/01/2025

to: 05/01/2026

Limits Of Liability**General Aggregate** \$4,000,000**Products-Completed
Operations Aggregate** \$4,000,000**Personal and
Advertising Injury** \$2,000,000**Each Occurrence** \$2,000,000**Employers Liability**Carrier: THE PHOENIX INSURANCE
COMPANY

Policy Number UB8P560763

Policy Period

From: 05/01/2025

to: 05/01/2026

Limits Of Liability**Bodily Injury By Accident
Each Accident** \$1,000,000***Bodily Injury By Disease
Policy Limit** \$1,000,000***Bodily Injury By Disease
Each Employee** \$1,000,000**UNLIMITED IN THE STATE OF NEW YORK FOR
SUBJECT EMPLOYEES**Limits Of Liability**

Carrier

Policy Number

Policy Period

From:

to:

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage A of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage A of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage A of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any

provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
4. For the purposes of Paragraph 1. above:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

UMBRELLA

Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or
- (3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage A of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

- b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph a. above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.
5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive

date provision, the retroactive date for Coverage A of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage B of this insurance applies.
2. Coverage B of this insurance applies to "bodily injury" or "property damage" only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
 - b. The "bodily injury" or "property damage" occurs during the policy period; and
 - c. Prior to the policy period, no insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY, of SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
3. Coverage B of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.
4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. "Bodily injury" or "property damage":
 - a. Which occurs during the policy period; and
 - b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY of SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph B., **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage B of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage C applies.
2. Coverage C of this insurance applies to "crisis management service expenses" that:
 - a. Arise out of a "crisis management event" that first commences during the policy period;
 - b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
 - c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:
 - a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
 - b. End when we decide that the crisis no longer exists or when the Crisis

Management Service Expenses Limit has been exhausted, whichever occurs first.

4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. A "self-insured retention" does not apply to "crisis management service expenses".
6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:
 - a. Under Coverage A, against a "suit" seeking damages to which such coverage applies, if:
 - (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or
 - (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

- b. Under Coverage B, against a "suit" seeking damages to which such coverage applies.
2. We have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. If any other insurer has a duty to defend.

UMBRELLA

3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments;
but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

- a. The limits of insurance afforded to such person or organization will be:

- (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

- (2) The limits of insurance of this policy; whichever is less; and

- b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage B:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:
 - a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

- b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.
3. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by; or
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
 - you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.
4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage for such organization does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal injury" or "advertising injury" arising out of an offense committed; before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.
2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after

the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph D.1. of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

- B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
 2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
 3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.
- C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:
1. Damages; and
 2. Defense expenses if such expenses are within the limits of insurance of this policy; because of "bodily injury" or "property damage" included in the "products-completed operations hazard".
- D. Subject to Paragraph B. or C. above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:
1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage A arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
 2. Damages under Coverage B because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".
- For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".
- E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.
- F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

- A. With respect to Coverage A and Coverage B:

1. Asbestos

- a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph a. above.
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or
 - (3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is

committed before, during or after the time of that person's employment; or

- b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs a.(1), (2) or (3) above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

- a. The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;
- b. The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or
- c. Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

- a. The actual, alleged or threatened exposure of any person or property to; or
- b. The "hazardous properties" of; any "nuclear material".

As used in this exclusion:

- a. "Hazardous properties" includes radioactive, toxic or explosive properties;
- b. "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and
- c. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- a. Uninsured motorists;
- b. Underinsured motorists;

- c. Auto no-fault or other first-party personal injury protection (PIP);
- d. Supplementary uninsured/underinsured motorists (New York); or
- e. Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage B:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

- a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;

- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph a. above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

- a. While ashore on premises owned by or rented to any insured; or
- b. That is 50-feet long or less and that:
 - (1) You own; or

- (2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
- g. "Your product" arising out of "your product" or any part of it; or
- h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or

"your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

- a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- a. Copyright;
- b. Patent;
- c. Trade dress;
- d. Trade name;
- e. Trademark;
- f. Trade secret; or
- g. Other intellectual property rights or laws.

This exclusion does not apply to:

- a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

- b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- a. Advertising, "broadcasting" or publishing;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage C:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis

UMBRELLA

management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph 5. of Paragraph D., **DEFENSE AND SUPPLEMENTARY PAYMENTS, of SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
 - a. How, when and where the "event" or "occurrence" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
 - c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.
3. With respect to Coverage A, the insured must:
 - a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
 - b. Comply with the terms of the "underlying insurance"; and
 - c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under

this policy or any policy of "underlying insurance".

4. With respect to Coverage B, the insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain necessary records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage B may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
 - a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
 - b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
 - a. How, when and where that "crisis management event" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses;

- c. The nature and location of any injury or damage arising out of that "crisis management event"; and
- d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
 - a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;
 - b. You have paid all premiums due for this policy at the time you make such request;
 - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and

UMBRELLA

- d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this insurance unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for

the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY OF SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to

provide insurance in such country or jurisdiction; or

- b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
 - a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:

- a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and
- b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
- b. The "underlying insurer" becomes bankrupt or insolvent.

2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.

3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.

6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.

7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:

- a. Another insurance company;
- b. Us or any of our affiliated insurance companies;
- c. Any risk retention group;

- d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
- e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

- a. Any "underlying insurance"; or
- b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.

8. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or

- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all the work called for in your contract has been completed;

- (b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

- (3) Products or operations for which the classification listed in a policy of

Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.

9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:

- a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.

10. "Underlying insurance":

- a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.

- b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

- c. Does not include any part of the policy period of any of the policies described in Paragraphs a. or b. above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.

11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

B. With respect to Coverage B and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage A:

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

- b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

UMBRELLA

- a. Means injury, other than "personal injury", caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
- However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
- a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
- a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any such programming.
6. "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:
- a. Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;
 - b. Information bearing on a person's credit worthiness, credit standing or credit capacity;
 - c. Social security number;
 - d. Driver's license number; or
 - e. Birth date.
7. "Consumer financial protection law" means:
- a. The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);
 - b. California's Song-Beverly Credit Card Act and any of its amendments; or
 - c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

- 11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

- 12. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- 13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.
- b. Vehicles maintained for use solely on or next to premises you own or rent.
- c. Vehicles that travel on crawler treads.
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical

exploration, lighting and well servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers.

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

- 14. "Occurrence" means:

- a. With respect to "bodily injury" or "property damage":

- (1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

- (2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

- b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and
 - c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".
15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
16. "Personal injury":
- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
 - (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
18. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.
- For the purposes of this insurance, "electronic data" is not tangible property.
19. "Self-insured retention" is the greater of:
- a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or
 - b. The applicable limit of insurance of any "other insurance" that applies.
20. "Slogan":
- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
 - b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
 22. "Title" means the name of a literary or artistic work.
 23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.
 24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.
 25. "Your product":
 - a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
 - c. Does not include vending machines or other property rented to or located for the use of others but not sold.
 26. "Your work":
 - a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
 - b. Includes:
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2) The providing of or failure to provide warnings or instructions.
- C. With respect to Coverage C:
1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".
 2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:
 - a. Damages covered by this Coverage A or Coverage B that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and
 - b. Significant adverse regional or national media coverage.
 3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:
 - a. For the reasonable and necessary:
 - (1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and
 - (2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and
 - b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:
 - (1) Medical expenses;
 - (2) Funeral expenses;
 - (3) Psychological counseling;
 - (4) Travel expenses;
 - (5) Temporary living expenses;
 - (6) Expenses to secure the scene of a "crisis management event"; or
 - (7) Any other expenses pre-approved by us.

UMBRELLA

4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
5. "Executive officer" means your:
 - a. Chief Executive Officer;
 - b. Chief Operating Officer;
 - c. Chief Financial Officer;
 - d. President;
 - e. General Counsel;
 - f. General partner (if you are a partnership); or
 - g. Sole proprietor (if you are a sole proprietorship);or any person acting in the same capacity as any individual listed above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice: 60

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice:

PROVISIONS

A. If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

B. If we do not renew this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for When We Do Not Renew (Nonrenewal) in the Schedule above, we will mail notice of nonrenewal at least the number of days shown for When We Do Not Renew (Nonrenewal) in such Schedule before the effective date of nonrenewal.

POLICY NUMBER: **UB8P560763**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

POLICY NUMBER: UB8P560763

NOTICE OF CANCELLATION TO DESIGNATED PERSONS OR ORGANIZATIONS

The following is added to PART SIX – CONDITIONS :

Notice Of Cancellation To Designated Persons Or Organizations

If we cancel this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation.

SCHEDULE

Name and Address of Designated Persons or Organizations:	Number of Days Notice
ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF: 1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND 2. WE RECEIVED SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.	30

ADDRESS:
THE ADDRESS FOR THAT PERSON OR
ORGANIZATION INCLUDED IN SUCH WRITTEN
REQUEST FROM YOU TO US.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____



To: Board of Finance and City Council
From: Kara Alnasrawi, Director, CEDO
Maggie Callaghan, Housing Programs Manager
Rebecca Reese, Homelessness and Community Health Manager
Date: June 29, 2026
Re: **Authorization to Accept HUD Continuum of Care New Horizons Permanent Supportive Housing grant (VT0030L1T012415) Fiscal Year 2025, \$849,978**

REQUEST

The Community & Economic Development Office (CEDO) seeks Board of Finance and City Council approval for the City to accept the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) New Horizons Permanent Supportive Housing grant (VT0030L1T012415) for fiscal year 2025, in the amount of \$849,978.

The grant supports the New Horizons Permanent Supportive Housing program, which provides long-term tenant-based rental assistance and supportive services for up to 41 individuals.

Background

The Continuum of Care (CoC) refers to both a regional coalition and a coordinated system of programs and funding designed to meet the needs of individuals and families experiencing homelessness. Locally, the Chittenden County Homeless Alliance (CCHA) serves as the Continuum of Care coalition, bringing together service providers, community organizations, and government partners with the shared goal of making homelessness rare, brief, and non-recurring.

The City of Burlington assumed administration of the New Horizons Permanent Supportive Housing (PSH) grant in 2021 and has operated the program in partnership with Burlington Housing Authority, Community Health Centers of Burlington's Safe Harbor program, and Pathways Vermont. Through these partnerships, the grant provides rental assistance and supportive services for individuals experiencing chronic homelessness and living with disabling conditions. PSH combines stable housing with case management and supportive services designed to help participants maintain housing, build independent living skills, and connect with community-based health care, treatment, and employment resources.

As federal requirements and guidance related to Continuum of Care funding have evolved, CCHA partners have evaluated the long-term administration of CoC-funded programs to ensure continued eligibility and reduce risk to critical housing resources. Similar to the January 2026 transition of the CoC Collaborative Applicant role from the City of Burlington to United Way of Northwest Vermont, the community has identified Vermont State Housing Authority (VSHA) as the preferred long-term administrator of the New Horizons PSH grant. VSHA currently administers permanent supportive housing grants for Vermont's Balance of State Continuum of Care and has the experience and capacity to provide long-term stewardship of these federal resources.

Due to HUD's grant renewal process and timelines, the FY2025 New Horizons grant must first be renewed and accepted by the City of Burlington before a transfer can occur so there is no gap in access to the PSH funding. The CCHA approved the transition of grant administration to VSHA on June 18, 2026, and the City, CCHA, VSHA, and HUD will work through HUD's grant transfer process over the coming months. During this period, the City will continue administering the grant to ensure there is no interruption in housing assistance or supportive services for participating households.

Approval of this grant acceptance will preserve critical federal funding for permanent supportive housing in Chittenden County while allowing the community to complete the planned transition of grant administration to VSHA without disruption to participants or services.

Grant Details & Implementation

The City of Burlington will serve as the grant recipient for the FY2025 New Horizons Permanent Supportive Housing grant and will continue administering the program while working with HUD and VSHA to complete the planned transfer of grant administration. Throughout this transition, the City will provide administrative support, historical program knowledge, and technical assistance to help ensure a seamless handoff and uninterrupted services for program participants. Once the transfer is complete, VSHA will assume all responsibilities for the FY2025 grant and beyond.

This approach preserves critical federal funding for the community and ensures there is no gap in housing assistance or supportive services that could place residents' housing stability at risk.

The total grant amount is \$849,978, with a period of performance from September 1, 2026, through August 31, 2027. No General Fund dollars are required.

ATTACHMENTS:

- A. HUD Continuum of Care New Horizons Permanent Supportive Housing grant award letter for Grant Number VT0030L1T012415, Fiscal Year 2025

MOTIONS:

The Community and Economic Development Office team respectfully requests:

Board of Finance:

To approve, authorize, and recommend to the City Council that the Council approve and authorize the Director of CEDO to enter into the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) New Horizons Permanent Supportive Housing grant agreement (VT0030L1T012415) for Fiscal Year 2025, for grant dispersal in the amount of \$849,978.

City Council:

To approve and authorize the Director of CEDO to take all steps as necessary to enter into the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) New Horizons Permanent Supportive Housing grant (VT0030L1T012415) Fiscal Year 2025, in the amount of \$849,978.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

May 28, 2026

Ms. Kara Alnasrawi
Director
City of Burlington
149 Church Street
Room 32
Burlington, VT 05401

Dear Ms. Alnasrawi:

Congratulations! I am pleased to inform you that your U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC), Youth Homelessness Demonstration Program (YHDP) Renewal, or Special NOFO project has been renewed for Fiscal Year (FY) 2025 for a total of \$849,978.

Reducing homelessness and optimizing self-sufficiency are important parts of HUD's mission. CoCs around the country will continue to improve the lives of homeless people through their local planning efforts and through the direct provision of housing and service programs. Projects like yours continue to demonstrate their value by improving accountability and performance every year.

The enclosure provides details about your organization's award(s) including: the name(s) of the individual project(s); the project number(s); and the specific amount(s) of the obligation(s) for each project. The Department's field office staff will notify you when they are available to process grant agreements; once all conditions are satisfied and the grant agreement is executed, your organization can expend the funds.

HUD commends your organization's work and encourages it to continue to strive for excellence in serving homeless individuals and families.

Sincerely,

A handwritten signature in black ink, reading "Ronald J. Kurtz".

Ronald J. Kurtz
Assistant Secretary
Office of Community Planning and Development

Enclosure

VT0030L1T012516

New Horizons Renewal VT0030 FY24

\$ 792,188

VT0122L1T012500

VT-501 CoC Planning Application FY 2024

\$ 57,790

Total Amount: **\$849,978**

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: CEDO Submitter: Kara Alnasrawi, Maggie Callaghan,
Rebecca Reese,
Authorization to Accept HUD Continuum of Care New Horizons
Permanent Supportive Housing grant (VT0030L1T012415) Fiscal Year
Title/Subject: 2025, \$849,978

Approval Requested:

- ☐ Board of Finance
☐ City Council
☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

6/29/2026

Instructions

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

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	6/23/2026	Kara Alnasrawi
Mayor's Office	Yes	6/23/2026	Lisa Gerlach
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	6/23/2026	Emmett Wood
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	6/23/2026	Emmett Wood
CAO for budget, financing, and memo	Yes	6/23/2026	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.

MEMORANDUM

To: Burlington Board of Finance
From: Tom Flanagan, Superintendent
CC: Nathan Lavery, Executive Director of Finance and Operations
Date: 06/28/2026
Subject: BHS/BTC Project Budget Update

Purpose: The purpose of this memo is to update the Board of Finance on the current status of the BHS/BTC project.

Overall Status: We remain on budget and on target to fully open the new BHS/BTC to students at the start of the coming school year (August 26, 2026).

Budget Status:

Project Expenditure Budget	\$203,759,358
Expenditures to Date	\$182,566,630

The project's total budget is sufficient to complete all of the work in the project plan. The \$21 million of unspent funds is largely associated with the primary construction contract with Whiting-Turner (approximately \$16 million), as well as costs associated with the fit-up of the interior spaces (fixtures, furniture, etc.). Included in the project budget is a contingency of approximately \$4 million.

The project's total available revenue is sufficient to cover the full \$204 million of expenditures despite utilizing only \$159 million of the \$165 million voter authorization. The reduction in borrowing, which is estimated to save taxpayers nearly \$475,000 in debt service during the coming year, was made possible by an offsetting increase in revenue from interest and premiums. BSD has also received \$16 million of state funding for the PCB mitigation portion of the project, and over \$1 million in grants to cover stormwater work on the site. Additionally, and pursuant to the budget plan, a portion of annual BSD operating savings has been directed to the project budget over several years to further reduce the burden on taxpayers.

Facility Status: BSD received a Temporary Certificate of Occupancy, a major project milestone in early June, allowing us to utilize the facility to host our high school graduation. The event, which represented the first opportunity for our community to experience the new building, was a huge success!

Site and building work will continue through the summer. Over the past two weeks, we've have turned our focus to the huge task of exiting DowntownBHS and moving items into the new building. Teachers utilized year-end inservice time to support the move.

Over the summer, the facility will be used by a limited number of students participation in our Transitions program (for select rising 9th graders), as well as by BHS administration. The kitchen is already being used by the Child Nutrition program.

Tours: Public tours of the new facility have been scheduled throughout the summer. Tickets are in high demand and we've added additional dates. You can find tour information our our [website](#). Additionally, the School Board Chair is willing and eager to arrange a tour for the full City Council.

Grand Opening: In addition to tours, the public is invited to join us on August 22nd at 11AM for a Grand Opening and Block Party! We will have free food and performances, activities for kids, and community partners.





