



Airport Commission

Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport

PLEASE NOTE

This meeting is will be held on zoom and in-person in the third floor conference room (Room 337) at the Airport. Zoom Info:

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

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

1. Call to Order

Subject	1.1. Call to Order
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Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
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Category	1. Call to Order
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Department	
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Type	
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Subject	1.2. Acknowledgement of Remote Commissioners
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Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
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Category	1. Call to Order
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Department	
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Type	
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2. Agenda

2.1. Motion to amend/adopt agenda

3. Election of the Airport Commission Chair

Subject	3.1. Election of the Airport Commission Chair
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Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
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Category	3. Election of the Airport Commission Chair
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Department	Patrick Leahy Burlington International Airport
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Type

Recommended Action

4. Election of the Airport Commission Vice Chair

Subject	4.1. Election of the Airport Commission Vice Chair
Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
Category	4. Election of the Airport Commission Vice Chair
Department	Patrick Leahy Burlington International Airport
Type	
Recommended Action	

5. Public Forum

Subject	5.1. PUBLIC FORUM - Verbal Comments
Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
Category	5. Public Forum
Department	
Type	

6. Consent Agenda

Subject	6.1. Approval of Minutes
Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
Category	6. Consent Agenda
Department	
Type	
Recommended Action	

7. Request to Execute a Contract with the Jones Payne Group (JPG)

Subject	7.1. Request to Execute a Contract with Jones Payne Group Inc. (JPG) for the Construction Oversight Services
Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
Category	7. Request to Execute a Contract with the Jones Payne Group (JPG)
Department	Patrick Leahy Burlington International Airport
Type	

8. Airport Operations Quarterly Update

Subject	8.1. Airport Operations Quarterly Update, D. Carman
Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
Category	8. Airport Operations Quarterly Update
Department	Patrick Leahy Burlington International Airport
Type	
Recommended Action	

9. Financial Update

Subject	9.1. Financial Update, M. Friedman
Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
Category	9. Financial Update
Department	Patrick Leahy Burlington International Airport
Type	

10. Construction Update

Subject	10.1. Construction Update, M. Reagan
Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
Category	10. Construction Update
Department	Patrick Leahy Burlington International Airport
Type	

11. Residential Sound Insulation Program Updates

Subject	11.1. Residential Sound Insulation Program Updates, M. Reagan
Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
Category	11. Residential Sound Insulation Program Updates
Department	Patrick Leahy Burlington International Airport
Type	
Subject	11.2. Noise Comments Quarterly Report, J. Sprague
Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
Category	11. Residential Sound Insulation Program Updates
Department	Patrick Leahy Burlington International Airport

Type

12. Director's Report

Subject	12.1. Director's Report
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Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
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Category	12. Director's Report
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Department	
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Type

13. Commissioner Items

Subject	13.1. Commissioner Items
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Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
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Category	13. Commissioner Items
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Department	
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Type

14. Follow-up Items

Subject	14.1. Artificial Intelligence
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Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
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Category	14. Follow-up Items
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Department	Patrick Leahy Burlington International Airport
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Type

Subject	14.2. Jet Fuel Taxes
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Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
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Category	14. Follow-up Items
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Department	Patrick Leahy Burlington International Airport
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Type

15. Adjournment

Subject	15.1. Motion to adjourn
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Meeting	August 5, 2026 - Airport Commission 8/5 - Wednesday, August 5, 2026, 4:00 PM, Zoom/Room 337 on the Third Floor of the Airport
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Category	15. Adjournment
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Department	Council and Board
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Type

Recommended Action

16. Informational and Non-Discrimination Statements

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

The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status or genetic information. The City is also committed to providing proper access to services, facilities and employment opportunities. The programs and services of the City of Burlington are accessible to people with disabilities. Individuals who require special arrangements, auxiliary aid, service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Burlington, should contact the office of the Title II Burlington ADA Coordinator at 802-865-7000 as soon as possible but no later than 48 hours before the scheduled event.

PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT
BOARD OF AIRPORT COMMISSIONERS
MINUTES OF MEETING

June 3, 2026

Location: Large Conference Room (Room 337)

Patrick Leahy Burlington International Airport, Third Floor

1200 Airport Drive,

South Burlington, VT 05403

[Hybrid meeting]

MEMBERS PRESENT:

Tim George, Chair

Chip Mason

Andrew Savage

Helen Riehle

Robin Guillian

Al Turkos

MEMBERS ABSENT:

Jeff Schulman, Vice Chair

BTV STAFF PRESENT:

Nicolas Longo, Director of Aviation

Larry Lackey, Director of Planning, Engineering & Sustainability

Jesse Sprague, Executive Assistant

Dave Carman, Deputy Director – Airport Operations

Marie Friedman, Director of Finance

Madison Reagan, Environmental Compliance and Project Manager

Jeffrey Bartley, Director of Innovation and Marketing

Ara Hagan, Hagen Marketing

Alexandra Cohen, Marketing Assistant

Jillian Waite, Office Assistant

OTHERS PRESENT:

CCTV

1.0 Call to Order

1.1 Call to Order

Airport Commission Chair, Tim George, called the meeting to order at 4:02 P.M.

1.2 Acknowledgement of Remote Commissioners

Commissioners attending the meeting remotely identified themselves (Robin Guillian, Al Turkos, Andrew Savage, Chip Mason)

2.0 Agenda

2.1 Approve/Adopt Agenda

MOTION by Helen Riehle , SECOND by Chip Mason, to approve the agenda as presented.

VOTING: unanimous (6-0), motion carried.

3.0 Public Forum

3.1 Public Forum

3.1.1 No members of the public present

4.0 Consent agenda:

4.1 Approval of the minutes

MOTION by Helen Riehle, SECOND by Al Turkos, to approve the minutes as presented in the agenda packet, including Minutes from the April 28, 2026 meeting.

VOTING: unanimous (6-0); motion carried.

5.0 Action Items

5.1 Jones Payne Group Lease

5.1.1 MOTION by Helen Riehle, SECOND by Al Turkos to approve the memo as presented

DISCUSSION led by Madison Reagan:

1. The Airport request in the memo is to sign a lease for office space with the Jones Payne Group at 481 White Street. This new space will allow Jones Payne to be more accessible to the public. This space will bring additional revenue to the Airport at a building that has been vacant, and it will allow Jones Payne more space to display their products related to the Residential Sound Insulation Program.

VOTING: unanimous (6-0); motion carried.

5.2 Pratt and Whitney Lease

5.2.1 MOTION by Helen Riehle, SECOND by Al Turkos to approve the memo as presented

VOTING: unanimous (6-0); motion carried.

DISCUSSION led by Director of Aviation Nic Longo:

1. The Airport seeks to sign a lease with Pratt and Whitney Engine Services (Pratt and Whitney). As an existing tenant, Pratt and Whitney would like to improve their space and renovate it for their current operations and to sign a new lease that allows them to improve the building. Rental rates per square foot are standardized by the Federal Aviation Administration (FAA). The Airport is allowed to incorporate market value and costs of building improvements into the rental rates of tenants.

VOTING: unanimous (6-0); motion carried.

5.3 Hangar Condo Association Lease

5.3.1 MOTION by Helen Riehle, SECOND by Robin Guillian to approve the memo as presented

DISCUSSION led by Director of Aviation Nic Longo: .

1. The Airport seeks to sign a lease amendment with Hangar Condo Association (HCA) to provide a new expiration date and to commit HCA to timelines with building improvements. The Airport Commission already approved a different version of this amendment; however, this agreement has

significantly different terms, so this request is coming again to the Airport Commission.

2. Details include: ten year lease with ten year commitment. Standard rental rates are followed on the ground underneath the building
3. Director Longo showed the location on the map and described that the Airport would be responsible to relocate the tenant if the Airport needed to do so, as provided by the lease.

VOTING: unanimous (6-0); motion carried.

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

- 5.4.1 MOTION by Helen Riehle, SECOND by Al Turkos to approve the memo as presented

VOTING: unanimous (6-0); motion carried.

DISCUSSION led by Director of Planning, Engineering, and Sustainability:

1. The Airport seeks to sign a construction contract with Strong Tower Construction and a consultant contract with Jones Payne for the purpose of completing Phase 6 of the Residential Sound Insulation Program (RSIP). This project is funded by the grant from the Office of Local Defense Community Cooperation (OLDCC) which was previously approved by the Airport Commission. This grant will pay Strong Tower and Jones Payne as agreed upon in the contracts.

VOTING: unanimous (6-0); motion carried.

5.5 Request for approval to sign a utility easement with Green Mountain Power

- 5.5.1 MOTION by Helen Riehle, SECOND by Al Turkos to approve the memo as presented

VOTING: unanimous (6-0); motion carried.

DISCUSSION led by Director of Aviation Nic Longo:

2. The Airport seeks to sign an easement with Green Mountain Power (GMP). This easement supports one of the construction projects for a new hangar at the Airport. This easement is essential to the maintenance of the project. This is a standard easement from Green Mountain Power.

VOTING: unanimous (6-0); motion carried

6.0 Innovation and Marketing Quarterly Update

- 6.1 In addition to the written construction update provided to the Airport Commission, Director Bartley and Ara Hagan highlighted the following updates:

- 6.1.1 The Innovation and Marketing team was active at the Statehouse in Montpelier this past year. The legislature was considering an increase in state jet fuel taxes, and the Airport advocated against this increase. This language has been taken out of the transportation bill.
- 6.1.2 The Airport is applying for a Small Community Air Service Development Program (SCASP) to start air service to Myrtle Beach and Savannah Georgia.
- 6.1.3 Leahy BTV is signing a contract with Departure Media
- 6.1.4 Leahy BTV has received an Airport Terminal Grant; \$100,000 to fund installation of ADA accessible lactation pods and \$150,000 to fund the construction of a children's play area in the terminal.
- 6.1.5 Ara Hagan, of Hagan Marketing, presented on the airport's marketing campaigns, internet marketing data, new website, and the collaboration with Hello Burlington.
- 6.1.6 Director Bartley explained that the partnership with Hello Burlington to market together for the same demographic rather than competing for advertisements, driving the costs up. Each destination has a different market and demographic, so

each airline has a different demographic that advertising is meant to reach. Key demographics include age, leisure travelers, and families.

- 6.1.7 Marketing benchmarks are driven by data, with regard to travel industry benchmarks specific to airline specific industry trends, followed by state travel trends. With current marketing campaigns, these trends and past campaigns inform future marketing efforts by Leahy BTV.
- 6.1.8 Hagan marketing is researching how much money travelers are spending in Vermont when they are here to inform the value of adding specific routes to Leahy BTV's options.
- 6.1.9 Commission Chair Tim George asked to clarify the statements regarding taxes collected from jet fuel purchases at the Airport. Director Longo answered that, at a state level, the taxes collected at Leahy BTV primarily are spent at state airports because the state returns a maximum of \$500,000 to Leahy BTV, while the total collection of jet fuel taxes by the state should total much higher than the amount received. All funds must be returned to an aviation program. The legislature will not be passing a transportation budget that includes a 2% raise in jet fuel taxes. The current rate is 6% at the state level; there is an additional local option tax of 1%. The current regulations at the state level say that these funds must match Airport Improvement Program (AIP) grants; however, the federal law allows these funds to be used for either capital or operating expenses. The airport requested that this language match the federal language because the Airport may not draw down on AIP grants every year. This allows the flexibility to receive and use these funds if the Airport does not take out AIP grants.

7.0 Construction Update

7.1 Construction Update, L. Lackey

- 7.1.1 In addition to the written construction update provided to the Airport Commission, Director Lackey highlighted the following updates:
 - 1. Cargo Apron Grant has come in; this grant came in earlier than expected, so the contract will begin this year and wrap up in 2027.
 - 2. The Airport is awaiting proposals for the funding for the Snow Removal Equipment (SRE) Building
 - 3. The Capital Improvement Program will ideally be completed in August this year. The Airport will be pausing requests for entitlement funds so that we can save them for the consolidated deicing pad in the future.
 - 4. The area of the concourse that previously housed gates 3-6 is fully demolished. This project will be wrapped up in the next 1.5 months
 - 5. The FAA is reviewing the Obstruction Removal Project

8.0 Residential Sound Insulation Program Updates

8.1 Residential Sound Insulation Updates, L. Lackey

- 8.1.1 In addition to the written update provided to the Airport Commission, Director Lackey highlighted the following
 - 1. Phase 4 is complete
 - 2. Phase 5 has construction ongoing
 - 3. Phase 6 – contracts approved in this meeting to proceed

Jeff Bartley, Alexandra Cohen, and Dave Carman left the meeting at 4:54pm

- 4. The FAA is reviewing the \$2.5 Million grant for the obstruction removal project to start next year

9.0 Financial Update, M. Friedman

9.1 In addition to the written financial update provided to the Airport Commission, Director Friedman highlighted the following updates:

1. The Airport Grant Anticipation Note (GAN) expires on June 30th. The Airport is working with the City's Department of Finance and Administration to renew the GAN on June 30th. The Airport plans to keep its GAN loan amount at \$10 Million for fiscal year 2027.
2. The Passenger Facility Charge (PFC) application has been presented to the airlines. The airlines have thirty days to comment on the application. The airport will submit the PFC Application #10 to the FAA once the comment period has passed.
3. The Airport does not owe the City any money. At the end of each week, the Airport pays its bills owed to the City. Bills include fees for services, such as the City Attorney, payroll services, etc.

10.0 Director's Update

10.1 Director's Update

In addition to the written presentation, Director Longo reported:

- 10.1.1 The previous location of gates 3-6 has been demolished (pictures shown)
- 10.1.2 Leahy BTV participated in Green Up Day to clean up the local community
- 10.1.3 Director Longo reported statistics regarding data in the parking garage to show how full the garage is daily in 2026 by month and the ratio of Canadian to US parking. Very few cars with Canadian license plates are parking in the garage.
- 10.1.4 The Senate Transportation Committee visited the Airport, as pictured in the report, and the inaugural Houston flight departed and arrived in Burlington on May 23 with United Airlines. This will be a seasonal flight
- 10.1.5 Director Longo paused the meeting to watch the historic flight of a BETA Technologies aircraft; an eVTOL (electrical vehicle takeoff and landing) aircraft completed its first vertical landing at Leahy BTV.
- 10.1.6 There are over 100,000 scheduled seats this coming October; this is over 10,000 more seats that had been scheduled compared to last October, which broke records at the Airport for passenger numbers.
- 10.1.7 Presented passenger numbers show that projections are typically higher than the actual passenger number count.
- 10.1.8 Leahy BTV will meet with Jet Blue, along with many other airlines, at Jumpstart next week.
- 10.1.9 The Airport is anticipating a City Artificial Intelligence (AI) policy that would apply to the Airport.

11.0 Commissioner Items

11.1 Commissioner Items:

- 11.1.1 No Commissioner items.

12.0 Follow Up Items

12.1 Follow Up Items

- 12.1.1 Discussion on how the Airport is leveraging artificial intelligence.
 1. The Airport will complete a presentation and planned conversation regarding this topic in the future. The Airport uses AI as a tool for

12.1.2 Follow up requested regarding the relationship between South Burlington taxes regarding aviation

1. Leahy BTV is having ongoing conversations with the City of South Burlington.

*Al Turkos left the meeting at 5:48pm

13.0 Adjournment

MOTION by Helen Riehle, SECOND by Chip Mason, to adjourn the meeting.

VOTING: unanimous (5-0) ; motion carried. Meeting Adjourned at P.M.

*The online meeting had difficulties with freezing due to internet connection issues throughout the meeting

**PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT
BOARD OF AIRPORT COMMISSIONERS
MINUTES OF MEETING**

June 23, 2026

Location: Large Conference Room (Room 337)

Patrick Leahy Burlington International Airport, Third Floor

1200 Airport Drive,

South Burlington, VT 05403

[Hybrid meeting]

MEMBERS PRESENT: Tim George, Chair
Jeff Schulman, Vice Chair
Chip Mason
Helen Riehle
Al Turkos

MEMBERS ABSENT: Andrew Savage
Robin Guillian

BTV STAFF PRESENT: Nicolas Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering & Sustainability
Jesse Sprague, Executive Assistant
Dave Carman, Deputy Director – Airport Operations
Marie Friedman, Director of Finance

OTHERS PRESENT: CCTV

1.0 Call to Order

- 1.1 Call to Order
Airport Commission Chair, Tim George, called the meeting to order at 4:01 P.M.
- 1.2 Acknowledgement of Remote Commissioners
Commissioners attending the meeting remotely identified themselves (Helen Riehle, Tim George, Chip Mason, Jeff Schulman)

2.0 Agenda

- 2.1 **Approve/Adopt Agenda**
MOTION by Al Turkos, SECOND by Helen Riehle, to approve the agenda as presented.
VOTING: unanimous (5-0), motion carried.

3.0 Public Forum

3.1 Public Forum

3.1.1 No members of the public present

4.0 Request to Sign Contracts for the Construction, Construction Oversight Services, and Lease Financing of the Snow Removal Equipment (SRE) Building

MOTION by Helen Riehle, SECOND by Jeff Schulman, to approve the memo as presented in the agenda packet regarding the Snow Removal Equipment (SRE) building for the construction, construction oversight services, and lease financing.

DISCUSSION led by Director Nic Longo, Larry Lackey, and Marie Friedman.

DISCUSSION included:

1. The proposed building will house all Snow Removal Equipment and meet requirements from the Federal Aviation Administration regarding the proper storage of these vehicles and associated materials.
2. Passero Associates completed the proposal for the building and will provide construction oversight of the project.
3. The majority of the project will be funded through lease financing with M&T Bank. The term is 15 years at a rate of 4.88%. 85% of the project will be paid for through the lease financing, and 15% will be paid for through Passenger Facility Charges (PFCs).
4. The agreement allows the Airport to pay early with no penalty after 2033, with an annual payment around \$2.4 Million.
5. The current SRE building is no longer sufficient for the needs of the Airport, so this building is essential for the Airport.
6. When the lease financing contract ends and the building completely paid for by the Airport, the Airport will own the building. PFC funds are committed through 2038 for multiple projects, including the SRE building. These PFC funds are marked for these specific projects. The projection of PFCs for future PFC revenue are based on conservative passenger projections.

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

5.0 Commissioner Items

5.1 Commissioner Items:

5.1.1 No Commissioner items.

6.0 Follow Up Items

6.1 Follow Up Items

7.0 Adjournment

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

VOTING: unanimous (5-0) ; motion carried. Meeting Adjourned at 4:28 P.M.

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

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

DATE: August 5, 2026
August 24, 2026
September 24, 2026

SUBJECT: Request to execute a contract with Jones Payne Group Inc. (JPG) for the construction oversight services for an amended previous authorization for approximately 58 housing units including Bid 1 and pending bid 2 of the Airports Residential Sound Insulation Program (RSIP), funded by the Office of Local Defense Community Cooperation (OLDCC).

Request

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

1. Execute an Agreement with Jones Payne Group, Inc (JPG) for construction improvements construction oversight services for approximately 58 housing units (Bids 1 & 2) for the RSIP - OLDCC funded program.

Background Information

The Patrick Leahy Burlington International Airport has a residential sound insulation program for those households affected by aircraft noise. BTV had requested funding from the Office of Local Defense Community Cooperation (OLDCC) through the Department of Defense to implement this program to increase the number of homes to be mitigated in the five-year horizon. This grant opportunity is the first time appropriations have been made available through the DOD to assist in funding Federal Aviation Administration (FAA) Noise Compatibility Programs (NCP) at National Guard Facilities. BTV has been awarded a grant in the amount of \$7,320,760.00 plus the local share of \$813,418.00 for a total project amount of \$8,134,178.00 consistent with the previous request to City Council in August of 2025 to authorize the Airport to accept this funding. To meet the timing requirement of the OLDCC grant we needed to split the requests for bids in 2. This was due to a change in FAA acoustical

requirement during this grant funding opportunity. We will have a second request for bids later this year. However as outlined in the request JPG will be under contract for construction oversight services for the entire project.

On June 29, 2026, City Council authorized the director of Aviation to sign an agreement for these services with JPG, however there was an error in the amount provided by the contractor. Therefore, we are requesting new authority to proceed with signing the agreement, as amended, due to the amended project cost. The error was due to the fact that one total line in the detailed spreadsheet was not added in the project total. The level of work and scope was reviewed by an independent cost analysis and deemed reasonable, however the error was still carried forward. So we are fixing this.

Previous request: 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

New request: Execute a contract agreement with Jones Payne Group, Inc. for up to \$1,666,838.00 amended from the prior authorized amount of \$1,151,233.00 with a 10% contingency, for an amount up to \$1,833,521.00 for construction oversight services.

OLDCC

The Community Noise Mitigation Program through OLDCC, is intended to facilitate the installation of sound insulation in covered facilities. Through the Consolidated Appropriations this funding is for airports at or near guard or reserve installations, The Office of Local Defense Community Cooperation must obligate the remaining funds through a counter-signed grant agreement no later than close of business on September 30, 2025.

RSIP

The Residential Sound Insulation Program (“RSIP”) is an approved measure of the 2020 Federal Aviation Administration (FAA) approved 14 Code of Federal Regulations (CFR) Part 150 Noise Compatibility Program. The overall Program allows airports to access federal funds to mitigate noise such as installing sound insulation materials like windows, doors, insulation, HVAC systems and includes approximately 2,400 residential units located within the 65-75 Day Night Average Sound Level (DNL) contours of the approved 2024 Noise Exposure Map (NEM). It’s important to note that without an approved NCP or NEM, no federal funds can be obligated towards these programs. Homes in this project will be located in the City of South Burlington, City of Winooski, or Town of Williston. Properties will be selected based upon their location within or adjacent to the approved 2024 Noise Exposure Map (NEM) 65 - 75 DNL with a goal of balancing the program homes between the most affected cities/town of South Burlington, Winooski and Williston. Home selection is to be determined as part of this scope of work outlined in these grants. For further information, all of our NCP and NEM documentation can be found at btvsound.com

Benefits Anticipated:

The project will reduce interior noise levels of the eligible properties by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior eligible living areas. Upgrades may include replacement of windows and doors with acoustically rated products and installation or upgrade of ventilation systems. The sound insulation treatments are designed to reduce the interior noise levels to below 45

DNL and provide a minimum noise level reduction of 5dB, all of which is a requirement of the FAA. It is anticipated that this project construction improvements will benefit an estimated 39 housing units and ultimately approximately 58 units after the second bid. The entire program once completed is anticipated to benefit approximately 2400 homeowners, which equates to approximate 5500 occupants.

Project approach

Jones Payne Group, Inc. (JPG) was selected to provide construction oversight and resident representative (RPR) services through the Airports selection process by meeting standards by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all airport improvement projects (AIP) grant funded projects. For FAA AIP projects, a qualifications-based process with an independent fee estimate (IFE) is completed for projects. Anything over \$100,000 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed a record of negotiations (RON) is completed if needed, dependent on the results of the IFE.

Funding:

The funding is from the OLDCC program, as outlined which provides 90% funding. The remaining 10% is the local share which will be supplemented with Passenger Facility Charges (PFC). We also receive a portion of the local share reimbursement from an agreement with Vermont Gas Systems (VGS) when these improvement balance/compare with their home energy efficiency program.

PROPOSED MOTIONS:

Airport Commission

1. To approve the memo as presented.

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract agreement with Jones Payne Group, Inc. for up to \$1,666,838.00 amended from the prior authorized amount of \$1,151,233.00 with a 10% contingency, for an amount up to \$1,833,521.00 from the prior authorized amount of \$1,266,356.00 for the construction oversight services for improvements for approximately 58 housing units by the OLDCC funded Residential Sound Insulation Program, subject to review and approval of the City Attorney's Office."

City Council

1. "To authorize the Director of Aviation to execute a contract agreement with Jones Payne Group, Inc. for up to \$1,666,838.00 amended from the prior authorized amount of \$1,151,233.00 with a 10% contingency, for an amount up to \$1,833,521.00 from the prior authorized amount of \$1,266,356.00 for the construction oversight services for improvements for approximately 58 housing units by the OLDCC funded Residential Sound Insulation Program, subject to review and approval of the City Attorney's Office."

CITY OF BURLINGTON
DRAFT CONSULTANT CONTRACT

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

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. “Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. “Party”** means the City or Consultant, and “Parties” means the City and Consultant.
- D. “Project”** means the Patrick Leahy Burlington International Airport Sound Insulation Program OLDCC construction phase.
- E. “Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Purpose.** The City seeks to employ the Consultant to provide administrative and technical assistance for noise related issues.

3. EFFECTIVE DATE & TERM

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

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

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

4. SCOPE OF WORK

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

5. PAYMENT FOR SERVICES

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

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

- B. Payment Schedule.** The City shall pay the Consultant in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.
- C. Maximum Limiting Amount.** The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of **\$1,666,838**. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.
- D. Invoice.** Consultant shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

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

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

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Consultant's Scope of Work dated April 28, 2026

Attachment B: Consultant's Fee Proposal dated April 28, 2026

Attachment C: Burlington Standard Contract Conditions for Consultants

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Consultant's Certificate of Insurance & Endorsements

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

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

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

Consultant
The Jones Payne Group, Inc.

By: _____
John Hansen III, President

Date: _____

City of Burlington
Patrick Leahy Burlington International Airport

By: _____
Nic Longo
Director of Aviation

Date: _____

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

**PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT
RESIDENTIAL SOUND INSULATION PROGRAM
OLDCC CONSTRUCTION PHASE SERVICES – 58 HOMES
MARCH 2026**

This task order will focus on the construction administration up to 58 homes. The homes are split into two separate bid packages/construction contracts. The schedule presumes a 52 week duration for package 1 and a 44 week duration for package 2. While there may be some calendar overlap between the packages, it is minimal- the closeout of one overlaps with the preconstruction of the next. We have included a draft schedule with the scope of work which reflects our schedule assumptions for this scope and fee. Also included in this scope is a resident construction representative and post construction acoustical testing.

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

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

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

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

The following activities will occur:

Task 1. Program Oversight and Coordination

- ***Project Management/Reporting***

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

Reports and data required by OLDCC will be coordinated and provided.

Task 2. Conduct Post-Construction Acoustical Testing & Report

The Team will conduct two rounds of post-construction acoustical testing for up to 6 properties constructed in accordance with the ATP's established procedures. Following each round of testing, the Team will prepare a report comparing pre- and post-NLR values to verify that the performance of the acoustical treatments meets the Project's goals. The Team shall review these reports and coordinate any revisions prior to their submittal to the Airport.

Travel Assumptions:

HMMH: Up to three (3) staff members will participate in each 2-day measurement effort. One (1) senior staff member will also perform on-site management and technical oversight for up to two (2) days during each round of acoustical testing. For budgeting purposes, it is assumed that two of these staff are local (based in HMMH's Burlington, Massachusetts office, and traveling by car) and that two additional staff are based in California (requiring airfare). A total of twenty-four (24) hotel nights should be budgeted for the out-of-state staff members. Principal Consultant (2x3 night trip), Senior Consultant (2x3 night trip), Consultant (2x3 night trip), Consultant (2x3 night trip). Budgeting assumes one rental car is large enough to carry all equipment for the duration of the testing.

Task 3. Construction Activities – 58 Homes

- ***Local Agency Coordination***

The Team will coordinate with local utilities and the building department during the construction phase. Upon receipt of the final contractor work schedule for the Project, the Team will inform the agencies and participating homeowners on a weekly basis where work will take place and at which residences. This will be carried out as a courtesy to the agencies and as an essential part of keeping the homeowners informed.

- ***Conduct Pre-Construction Conference/Walk-Through***

The Team will conduct a pre-construction conference and walk-through with the contractor. A house-by-house walkthrough will be scheduled to take final measurements of the products for the units and to discuss and resolve issues related to atypical installation conditions. Resolution regarding architectural, mechanical, electrical, and ventilation systems (including equipment locations, line set routing, duct sizing and routing, and electrical system upgrades) will occur during the walk-through.

Travel assumptions:

JP Architect will travel up by car for one full day of house walkthroughs. One day of travel time. Two hotel nights.

- ***Review Contractor Submittals and Work Schedules***

The Team will receive shop drawings, project submittals, schedule of values, schedule and technical information from the contractors to review for conformance with the contract documents.

- ***Inventory Materials at Contractor's Warehouse***

The Team will inventory all contractor materials, including window and door products, mechanical equipment, miscellaneous trim, insulation, among other acoustical products, to determine that the materials are being provided as specified and to ensure that all the products and materials for each unit are in the contractor's local warehouse prior to approving the start of work in each unit.

- ***Respond to RFI's & Issue Field Directives***

The Team will respond to all Requests for Information (RFI's) from the contractor and issue Field Directives regarding how the work will proceed, including negotiation and preparation of Field Directives, RFI responses and processing.

- ***Monitor Contractor Schedules / Work Progress***

The Team will observe the contractor's work and monitor actual progress against the approved schedule. Any deviations from the schedule will be noted. Any issues that arise in the field will be monitored and background information on the issue(s) will be provided for Airport review. We assumed 2 house starts per week.

Travel assumptions:

JP Architect will make 4 two-night trips to the site for observation. Four days of travel time, 8 hotel nights.

- ***Conduct Construction Progress Meetings***

The Team will conduct weekly construction progress meetings and create minutes/action items for distribution to all parties. Meetings shall be attended by the Contractor, all Sub-Contractors, a Consultant representative, and the Airport. These meetings will be held in conjunction with pre-construction and construction phase activities.

- ***Provide Construction Representative(s)***

In addition to the construction administration tasks noted herein, the Team will provide a qualified construction representative to be available throughout the term of the construction contract to: observe and monitor construction progress, create photographic documentation and prepare daily logs, verify that the correct materials/products are being installed, address questions in the field or refer issues to the Team for clarification, investigate claims and initiate documentation for any changes in the work. The construction representative will complete and maintain and submit a daily report each day that construction is taking place. Additionally, any daily reports submitted by the contractor will be reviewed on a daily basis by the construction representative for accuracy and completeness.

- ***Review of Hazardous Materials Abatement Procedures***

The Team will review procedures used by the contractor as it relates to the abatement of the hazardous materials. This will include review of the contractor's lead paint abatement procedures and work practices, and review of the contractor's abatement procedures. The Team will also prepare air clearance monitoring reports for asbestos-containing materials and testing for lead-based paint. The Team will provide lead remediation oversight, and air clearance testing.

- ***Review & Process Contractor's Application for Payment***

The Team will review contractor's monthly "Application for Payment" forms, including a "pencil" copy to be agreed to by the architect, the construction manager, and the Airport's Project manager. Upon satisfactory resolution of discrepancies and consistency with completed work in accordance with the contract documents for the project, a final draft payment application will be generated by the Team and forwarded to the Airport for processing (in some cases, whether there is full agreement with the contractor or not).

- ***Transmittal of Contractor's Certified Payroll Records***

The Team will transmit the contractor's certified payroll records to the Airport. It is the responsibility of Airport to verify workforce composition, the accuracy of payroll records, and compliance with State and Federal Wage Rates.

This effort is captured in the Application for Payment subtask

- ***Review & Resolve Contract Claims***

The Team will review the RFI / Proposal file, analyze the contract changes in scope, contract schedule and sum. Should a contractor's claim be submitted, the Team will review and negotiate the change and make a recommendation to the Airport for resolution and/or approval.

- ***Substantial Completion***

Upon written notice by the contractor that the work in a home is substantially complete, the Team shall conduct a substantial completion walk-through and verify that all products are installed and operational. The Team will prepare a punch list and issue a "Certificate of Substantial Completion". A copy of the punch list will be provided to the Contractor, the Construction Representative, and the Airport.

Travel assumptions, Rimkus: 1 Day Onsite + 1 Travel Day X 2 People, 30 Trips

- ***Conduct Final Inspections***

The Team will conduct a final inspection of each residence in the Project. The Team will verify that all of the punch-listed items have been satisfactorily completed in order to close out the contract.

Travel assumptions, Rimkus: 1 Day Onsite X 2 People, 15 Trips

- ***Review As Built Drawings***

The Consultant will coordinate with the Contractor to ensure that they complete As-Built drawings of the work as actually performed. The Consultant will review these drawings for consistency with the Consultant's own records.

- ***Provide Contract Closeout Documents***

The Team will assist in the preparation of a reconciliation change order for close out of the contract, as required, as well as a contractor performance evaluation.

The Team will receive all required warranties, operating manuals, maintenance data, and instructions required by the Contract Documents and review them for compliance with contract requirements. Completed warranty packages will be distributed to the Homeowners.

The Team will administer other contract closeout procedures with the General Contractor (upon receipt of the Final Application for Payment, Bonds, Release of Liens, As-Built Drawings, and Contract Photos). The Team will submit the contract closeout documents to the Airport.

- ***Prepare Final Project Report***

The Team will prepare a Final Project Report for all participating dwellings that summarizes the Project experience from a cost analysis, acoustical performance, and DBE goals.

DELIVERABLES:

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

Task 1: Program Oversight and Coordination

- Meeting Summary for each meeting associated with Airport, contractor, OLDCC or other non-team related entities

Task 2: Conduct Post-Construction Acoustical Testing & Report

- Draft and Final Post Construction Acoustical Test Report

Task 3: Construction Activities

- Preconstruction meeting summary
- Review and approval of all submittals and shop drawings
- Request for Information responses
- Daily construction observation reports
- Construction meeting agendas and summaries
- Review and approval of contractor's hazardous materials abatement procedures
- Air clearance monitoring reports for ACM, if required
- Testing reports for lead-based paint, if required.
- Review and approval of contractor's application for payment
- Recommendation regarding proposed change orders
- Documentation of home and contract substantial completion
- Documentation of home and contract final completion
- Verified As-built Drawings
- Transmittal of contractor's closeout documents as required by the contract documents
- Final project report for use by Airport for submittal to OLDCC

Attachment B:
Consultant's Fee Proposal dated June 5, 2026

The Jones Payne Group Fee Summary**Updated June 5, 2026****Patrick Leahy Burlington International Airport****OLDCC Construction Phase Services for 58 Homes****Includes:**

Construction Administration for 58 homes in two separate bid packages

Resident project representative

Acoustic post-testing & report

PRIME CONSULTANT:**The Jones Payne Group**

FIRM	AMOUNTS		
	FEE	EXPENSES	TOTAL
Jones Payne Group	\$747,972	\$7,070	\$755,042
Rimkus	\$241,358	\$60,676	\$302,034
HMMH	\$76,180	\$12,400	\$88,580
KAS Consultants	\$5,520	\$58	\$5,578
EIV Technical Services	\$484,279	\$31,326	\$515,605
TOTAL	\$1,555,308	\$111,530	\$1,666,838

JONES PAYNE GROUP TEAM FEE <i>Updated June 5, 2026</i> BTB RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		JP	RIMKUS	HMMH	KAS	EIV	TOTAL
Task 1 Program Oversight and Coordination							
	Project Management & Reporting	\$ 204,680	\$ -	\$ -	\$ -	\$ 3,377	\$ 208,057
Subtotal Direct Labor \$s Task 1		\$ 204,680	\$ -	\$ -	\$ -	\$ 3,377	\$ 208,057
Subtotal Hours \$s Task 1		870	0	0	0	0	\$ 870
Task 2 - Conduct Post Construction Acoustical Testing & Report							
	Post Construction Acoustical Testing & Report	\$ -	\$ -	\$ 76,180	\$ -	\$ -	\$ 76,180
Subtotal Direct Labor \$s Task 2		\$ -	\$ -	\$ 76,180	\$ -	\$ -	\$ 76,180
Subtotal Hours \$s Task 2		0	0	420	0	0	\$ 420
Task 3 - Construction Activities							
	Local Agency Coordination	\$ 2,332	\$ -	\$ -	\$ -	\$ -	\$ 2,332
	Conduct Pre-Construction Conference / Walk-through	\$ 40,170	\$ 38,876	\$ -	\$ -	\$ -	\$ 79,046
	Review of Contractor Submittals, Work Schedule	\$ 91,810	\$ 22,015	\$ -	\$ 460	\$ -	\$ 114,285
	Inventory Materials at Contractor's Warehouse	\$ 15,580	\$ -	\$ -	\$ -	\$ -	\$ 15,580
	Respond to RFI's & Issue Field Directives	\$ 70,200	\$ 20,346	\$ -	\$ 690	\$ -	\$ 91,236
	Monitor Contractor Schedules / Work Progress	\$ 93,180	\$ -	\$ -	\$ -	\$ -	\$ 93,180
	Conduct Construction Progress Meetings	\$ 32,288	\$ 11,047	\$ -	\$ 690	\$ -	\$ 44,025
	Provide Construction Representative(s)	\$ -	\$ -	\$ -	\$ -	\$ 480,901	\$ 480,901
	Review of Hazardous Materials Abatement Procedures	\$ -	\$ -	\$ -	\$ 2,720	\$ -	\$ 2,720
	Review & Process Contractor's Application for Payment	\$ 11,660	\$ -	\$ -	\$ -	\$ -	\$ 11,660
	Transmittal of Contractor's Certified Payroll Records	\$ 2,940	\$ -	\$ -	\$ -	\$ -	\$ 2,940
	Review & Resolve Contract Claims	\$ 34,880	\$ 4,150	\$ -	\$ -	\$ -	\$ 39,030
	Substantial Completion	\$ 35,130	\$ 105,184	\$ -	\$ -	\$ -	\$ 140,314
	Conduct Final Inspections	\$ 19,952	\$ 34,208	\$ -	\$ -	\$ -	\$ 54,160
	Review As Built Drawings	\$ 26,460	\$ 4,242	\$ -	\$ -	\$ -	\$ 30,702
	Provide Contract Closeout Documents	\$ 40,760	\$ 860	\$ -	\$ 960	\$ -	\$ 42,580
	Prepare Final Project Report	\$ 25,950	\$ 430	\$ -	\$ -	\$ -	\$ 26,380
Subtotal Direct Labor \$s Task 3		\$ 543,292	\$ 241,358	\$ -	\$ 5,520	\$ 480,901	\$ 1,271,071
Subtotal Hours \$s Task 3		2871.5	2101	0	51	3580	\$ 8,604
TOTAL DIRECT LABOR DOLLARS		\$ 747,972	\$ 241,358	\$ 76,180	\$ 5,520	\$ 484,279	\$ 1,555,308
TOTAL DIRECT LABOR HOURS		3741.5	2101	420	51	3580	\$ 9,894
Direct Expenses							
TOTAL DIRECT EXPENSES		\$ 7,070	\$ 60,676	\$ 12,400	\$ 58	\$ 31,326	\$ 111,530
TOTAL FEE		\$ 755,042	\$ 302,034	\$ 88,580	\$ 5,578	\$ 515,605	\$ 1,666,838

JONES PAYNE GROUP BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Principal Consultant	Project Architect	Project Manager	Outreach lead	Construction administrator	TOTAL HOURS	COST
		\$325.00	\$289.00	\$220.00	\$147.00	\$147.00		
Task 1 Program Oversight and Coordination								
1.01	Project Management & Reporting	80	240	390	80	80	870	\$ 204,680
Subtotal Direct Labor \$s Task 1		80	240	390	80	80	870	
Subtotal Hours \$s Task 1		\$26,000	\$69,360	\$85,800	\$11,760	\$11,760		\$ 204,680
Task 2 - Conduct Post Construction Acoustical Testing & Report								
2.01	Post Construction Acoustical Testing & Report						0	\$ -
Subtotal Direct Labor \$s Task 2		0	0	0	0	0	0	
Subtotal Hours \$s Task 2		\$0	\$0	\$0	\$0	\$0		\$ -
Task 3 - Construction Activities								
3.01	Local Agency Coordination		4			8	12	\$ 2,332
3.02	Conduct Pre-Construction Conference / Walk-through		50	10	80	80	220	\$ 40,170
3.03	Review of Contractor Submittals, Work Schedule		160		30	280	470	\$ 91,810
3.04	Inventory Materials at Contractor's Warehouse			4		100	104	\$ 15,580
3.05	Respond to RFI's & Issue Field Directives		60	120		180	360	\$ 70,200
3.06	Monitor Contractor Schedules / Work Progress		180			280	460	\$ 93,180
3.07	Conduct Construction Progress Meetings	10	40		40	80	170	\$ 32,288
3.08	Provide Construction Representative(s)						0	\$ -
3.09	Review of Hazardous Materials Abatement Procedures						0	\$ -
3.10	Review & Process Contractor's Application for Payment		20			40	60	\$ 11,660
3.11	Transmittal of Contractor's Certified Payroll Records					20	20	\$ 2,940
3.12	Review & Resolve Contract Claims		80			80	160	\$ 34,880
3.13	Substantial Completion		30			180	210	\$ 35,130
3.14	Conduct Final Inspections		8			120	128	\$ 19,952
3.15	Review As Built Drawings					180	180	\$ 26,460
3.16	Provide Contract Closeout Documents		80			120	200	\$ 40,760
3.17	Prepare Final Project Report	8	30	40		40	118	\$ 25,950
Subtotal Hours Task 3		18	742	174	150	1788	2872	
Subtotal Direct Labor \$s Task 3		\$5,688	\$214,438	\$38,280	\$22,050	\$262,836		\$ 543,292

TOTAL LABOR HOURS		98	982	564	230	1,868	3,742	
TOTAL DIRECT LABOR DOLLARS		\$31,688	\$283,798	\$124,080	\$33,810	\$274,596		\$ 747,972

Direct Expenses							Expenses Cost
DIRECT EXPENSES		Rate	Units	Quantity			TOTAL EXPENSES
Airfare			Round trip				#VALUE!
Lodging	\$ 202.00	Nights	10				\$ 2,020
Meals / Per Diem	\$ 86.00	Days	15				\$ 1,290
Mileage/ Tolls	\$ 0.730	Miles	3000				\$ 2,190
Photocopies / Printing / Professional Publications	\$ 1.50	Pages	58				\$ 87
Postage / Courier / Overnight	\$ 1.00	Letter	58				\$ 58
Office Supplies							
Structural Services							
Translation Services							
Construction management software license	\$ 75.00	Month	19				\$ 1,425
TOTAL DIRECT EXPENSES							\$ 7,070
TOTAL FEE							\$ 755,042

RIMKUS INC. - MECHANICAL & ELECTRICAL BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Vice President	PM-Elect.	Elect. Engineer	PM-HVAC	Code	HVAC Engineer	CADD Technician	Sr.Electrical Consultant	CADD Manager	TITLE	TITLE	TITLE	TOTAL HOURS	COST
		\$411.21	\$97.79	\$116.83	\$150.36	\$246.92	\$117.29	\$78.62	\$243.39	\$116.83	\$0.00	\$0.00	\$0.00		
Task 1 Program Oversight and Coordination															
	1.01 Project Management & Reporting													0	\$ -
Subtotal Direct Labor \$s Task 1		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal Hours \$s Task 1		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$	-
Task 2 - Conduct Post Construction Acoustical Testing & Report															
	2.01 Post Construction Acoustical Testing & Report													0	\$ -
Subtotal Direct Labor \$s Task 2		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subtotal Hours \$s Task 2		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$	-
Task 3 - Construction Activities															
	3.01 Local Agency Coordination													0	\$ -
	3.02 Conduct Pre-Construction Conference / Walk-through	8	172				160							340	\$ 38,876
	3.03 Review of Contractor Submittals, Work Schedule	4	50	37	4		90							185	\$ 22,015
	3.04 Inventory Materials at Contractor's Warehouse													0	\$ -
	3.05 Respond to RFIs & Issue Field Directives	8	65	8	8		73							162	\$ 20,346
	3.06 Monitor Contractor Schedules / Work Progress													0	\$ -
	3.07 Conduct Construction Progress Meetings	8	30		4		36							78	\$ 11,047
	3.08 Provide Construction Representative(s)													0	\$ -
	3.09 Review of Hazardous Materials Abatement Procedures													0	\$ -
	3.10 Review & Process Contractor's Application for Payment													0	\$ -
	3.11 Transmittal of Contractor's Certified Payroll Records													0	\$ -
	3.12 Review & Resolve Contract Claims	8	4				4							16	\$ 4,150
	3.13 Substantial Completion	4	480		2		480							966	\$ 105,184
	3.14 Conduct Final Inspections	4	150		2		150							306	\$ 34,208
	3.15 Review As Built Drawings		2	16	2		16							36	\$ 4,242
	3.16 Provide Contract Closeout Documents		4				4							8	\$ 860
	3.17 Prepare Final Project Report		2				2							4	\$ 430
Subtotal Hours Task 3		44	959	61	22	0	1015	0	0	0	0	0	0	2101	
Subtotal Direct Labor \$s Task 3		\$18,093	\$93,781	\$7,127	\$3,308	\$0	\$119,049	\$0	\$0	\$0	\$0	\$0	\$0	\$	241,358
TOTAL LABOR HOURS		44	959	61	22	-	1,015	-	-	-	-	-	-	2,101	
TOTAL DIRECT LABOR DOLLARS		\$18,093	\$93,781	\$7,127	\$3,308	\$0	\$119,049	\$0	\$0	\$0	\$0	\$0	\$0	\$	241,358
	Direct Expenses														
		Rate	Units	Trips	People										
DIRECT EXPENSES															
	Airfare													\$	-
	Lodging	\$ 200.00	1	50	2									\$	20,000
	Meals / Per Diem	\$ 86.00	1	61	2									\$	10,492
	Mileage/ Tolls	\$ 0.700	440	49	2									\$	30,184
	Photocopies / Printing / Professional Publications														
	Postage / Courier / Overnight														
	Office Supplies														
	Structural Services														
	Translation Services														
	Miscellaneous														
TOTAL DIRECT EXPENSES														\$	60,676
TOTAL FEE														\$	302,034

HMMH INC - ACOUSTICAL BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Principal Cons. II	Senior Cons. III	Consultant II	Consultant III	TOTAL HOURS	COST
		\$254.00	\$180.00	\$144.00	\$133.00		
Task 1 Program Oversight and Coordination							
1.01 Project Management & Reporting						0	\$ -
Subtotal Direct Labor \$s Task 1		0	0	0	0	0	
Subtotal Hours \$s Task 1		\$0	\$0	\$0	\$0		\$ -
Task 2 - Conduct Post Construction Acoustical Testing & Report							
2.01 Post Construction Acoustical Testing & Report		120	100	100	100	420	\$ 76,180
Subtotal Direct Labor \$s Task 2		120	100	100	100	420	
Subtotal Hours \$s Task 2		\$30,480	\$18,000	\$14,400	\$13,300		\$ 76,180
Task 3 - Construction Activities							
3.01 Local Agency Coordination						0	\$ -
3.02 Conduct Pre-Construction Conference / Walk-through						0	\$ -
3.03 Review of Contractor Submittals, Work Schedule						0	\$ -
3.04 Inventory Materials at Contractor's Warehouse						0	\$ -
3.05 Respond to RFI's & Issue Field Directives						0	\$ -
3.06 Monitor Contractor Schedules / Work Progress						0	\$ -
3.07 Conduct Construction Progress Meetings						0	\$ -
3.08 Provide Construction Representative(s)						0	\$ -
3.09 Review of Hazardous Materials Abatement Procedures						0	\$ -
3.10 Review & Process Contractor's Application for Payment						0	\$ -
3.11 Transmittal of Contractor's Certified Payroll Records						0	\$ -
3.12 Review & Resolve Contract Claims						0	\$ -
3.13 Substantial Completion						0	\$ -
3.14 Conduct Final Inspections						0	\$ -
3.15 Review As Built Drawings						0	\$ -
3.16 Provide Contract Closeout Documents						0	\$ -
3.17 Prepare Final Project Report						0	\$ -
Subtotal Hours Task 3		0	0	0	0	0	
Subtotal Direct Labor \$s Task 3		\$0	\$0	\$0	\$0		\$ -
TOTAL LABOR HOURS		120	100	100	100	420	
TOTAL DIRECT LABOR DOLLARS		\$30,480	\$18,000	\$14,400	\$13,300		\$ 76,180

	Direct Expenses					Expenses Cost
DIRECT EXPENSES		Rate	Units	Trips	People	TOTAL EXPENSES
	Airfare	\$ 750.00	4	2	2	\$ 3,000
	Lodging	\$ 202.00	24	2	3 to 4	\$ 4,848
	Meals / Per Diem	\$ 86.00	32	2	3 to 4	\$ 2,752
	Parking / Taxi	\$ 150.00	4	2	2	\$ 600
	Gasoline / Tolls	\$ 100.00	2	2	3 to 4	\$ 200
	Rental Car	\$ 500.00	2	2	3 to 4	\$ 1,000
	Miscellaneous					\$ -
	Postage / Courier / Overnight					
	Office Supplies					
	Structural Services					
	Translation Services					
	Miscellaneous					
TOTAL DIRECT EXPENSES						\$ 12,400
TOTAL FEE						\$ 88,580

KAS CONSULTANTS - ENVIRONMENTAL BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Senior Manager	Project Manager	Field Inspector	Industrial Hygienists	Project Administrator	TOTAL HOURS	COST
		\$140.00	\$115.00	\$100.00	\$0.00	\$65.00		
Task 1 Program Oversight and Coordination								
1.01	Project Management & Reporting						0	\$ -
Subtotal Direct Labor \$s Task 1		0	0	0	0	0	0	
Subtotal Hours \$s Task 1		\$0	\$0	\$0	\$0	\$0		\$ -
Task 2 - Conduct Post Construction Acoustical Testing & Report								
2.1	Post Construction Acoustical Testing & Report						0	\$ -
Subtotal Direct Labor \$s Task 2		0	0	0	0	0	0	
Subtotal Hours \$s Task 2		\$0	\$0	\$0	\$0	\$0		\$ -
Task 3 - Construction Activities								
3.01	Local Agency Coordination						0	\$ -
3.02	Conduct Pre-Construction Conference / Walk-through						0	\$ -
3.03	Review of Contractor Submittals, Work Schedule		4				4	\$ 460
3.04	Inventory Materials at Contractor's Warehouse						0	\$ -
3.05	Respond to RFI's & Issue Field Directives		6				6	\$ 690
3.06	Monitor Contractor Schedules / Work Progress						0	\$ -
3.07	Conduct Construction Progress Meetings		6				6	\$ 690
3.08	Provide Construction Representative(s)						0	\$ -
3.09	Review of Hazardous Materials Abatement Procedures		8	18			26	\$ 2,720
3.10	Review & Process Contractor's Application for Payment						0	\$ -
3.11	Transmittal of Contractor's Certified Payroll Records						0	\$ -
3.12	Review & Resolve Contract Claims						0	\$ -
3.13	Substantial Completion						0	\$ -
3.14	Conduct Final Inspections						0	\$ -
3.15	Review As Built Drawings						0	\$ -
3.16	Provide Contract Closeout Documents	1	6			2	9	\$ 960
3.17	Prepare Final Project Report						0	\$ -
Subtotal Hours Task 3		1	30	18	0	2	51	
Subtotal Direct Labor \$s Task 3		\$140	\$3,450	\$1,800	\$0	\$130		\$ 5,520

TOTAL LABOR HOURS		1	30	18	-	2	51	
TOTAL DIRECT LABOR DOLLARS		\$140	\$3,450	\$1,800	\$0	\$130		\$ 5,520

DIRECT EXPENSES	Direct Expenses						Expenses Cost
		Rate	Units	Samples	People		TOTAL EXPENSES
	Airfare						\$ -
	Lodging						\$ -
	Meals / Per Diem						\$ -
	Mileage/ Tolls	\$ 0.725	80				58.00
	Photocopies / Printing / Professional Publications						
	Postage / Courier / Overnight						
	Office Supplies						
	Structural Services						
	Miscellaneous - Asbestos Bulk Samples - 1 day results		each				\$ -
	Miscellaneous - Lead Wipe Samples - 1 day results		each				\$ -
TOTAL DIRECT EXPENSES							\$ 58

TOTAL FEE								\$ 5,578
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EIV TECHNICAL SERVICES - OBSERVATION BTv RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Project Manager	Construction Observation		TOTAL HOURS	COST
		\$153.52	\$134.33	\$0.00		
Task 1 Program Oversight and Coordination						
1.01	Project Management & Reporting	8	16		24	\$ 3,377
Subtotal Direct Labor \$s Task 1		8	16	0	24	
Subtotal Hours \$s Task 1		\$1,228	\$2,149	\$0		\$ 3,377
Task 2 - Conduct Post Construction Acoustical Testing & Report						
2.1	Post Construction Acoustical Testing & Report				0	\$ -
Subtotal Direct Labor \$s Task 2		0	0	0	0	
Subtotal Hours \$s Task 2		\$0	\$0	\$0		\$ -
Task 3 - Construction Activities						
3.01	Local Agency Coordination				0	\$ -
3.02	Conduct Pre-Construction Conference / Walk-through				0	\$ -
3.03	Review of Contractor Submittals, Work Schedule				0	\$ -
3.04	Inventory Materials at Contractor's Warehouse				0	\$ -
3.05	Respond to RFI's & Issue Field Directives				0	\$ -
3.06	Monitor Contractor Schedules / Work Progress				0	\$ -
3.07	Conduct Construction Progress Meetings				0	\$ -
3.08	Provide Construction Representative(s)		3,580		3580	\$ 480,901
3.09	Review of Hazardous Materials Abatement Procedures				0	\$ -
3.10	Review & Process Contractor's Application for Payment				0	\$ -
3.11	Transmittal of Contractor's Certified Payroll Records				0	\$ -
3.12	Review & Resolve Contract Claims				0	\$ -
3.13	Substantial Completion				0	\$ -
3.14	Conduct Final Inspections				0	\$ -
3.15	Review As Built Drawings				0	\$ -
3.16	Provide Contract Closeout Documents				0	\$ -
3.17	Prepare Final Project Report				0	\$ -
Subtotal Hours Task 3		0	3580	0	3580	
Subtotal Direct Labor \$s Task 3		\$0	\$480,901	\$0		\$ 480,901

TOTAL LABOR HOURS		8	3,596	-	3,604	
TOTAL DIRECT LABOR DOLLARS		\$1,228	\$483,051	\$0		\$ 484,279

DIRECT EXPENSES	Direct Expenses				Expenses Cost
		Rate	Units	Quantity	TOTAL EXPENSES
	Airfare				\$ -
	Lodging				\$ -
	Meals / Per Diem				\$ -
	Mileage/ Tolls	\$ 0.725	37850		\$ 27,441
	Photocopies / Printing / Professional Publications				
	Postage / Courier / Overnight				
	Office Supplies				
	Structural Services				
	Miscellaneous		each		\$ -
	Construction management software license	\$ 185.00	month	21	\$ 3,885
TOTAL DIRECT EXPENSES					\$ 31,326

TOTAL FEE						\$ 515,605
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Attachment C:
Burlington Standard Contract Conditions For Consultants

**ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSULTANTS**

1. DEFINITIONS:

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

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

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

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

5. PLANS, RECORDS, AND AVAILABLE DATA: The City agrees to make available, at no charge, for the Consultant’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

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

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

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

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

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

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

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

8. DESIGN STANDARDS:

- a. Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.
- b. The Consultant shall ensure that any design conforms to applicable requirements of the Americans with Disabilities Act, including any regulations or design standards promulgated pursuant thereto (including, without limitation, the current edition of the ADA Accessibility Guidelines), and any more stringent disability access laws that may apply. If applicable to the Work, and to the extent appropriate in the Consultant's reasonable professional judgment, the Consultant shall build reasonable tolerances into plans to ensure that as-built or remodeled, buildings or structures comply with applicable accessibility standards (e.g., so that the future tiling of a wall will not cause a restroom stall to fail to meet minimum width standards, etc.).

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

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

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

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

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

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

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

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

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

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

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

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

15. APPEARANCES:

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

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

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

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

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

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

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

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

and must be accompanied with documentation to substantiate their charges.

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

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

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

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

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

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

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

21. PUBLIC HEALTH EMERGENCY:

- A. Compliance with Mandates and Guidance: The Consultant is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Consultant must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Consultant shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.
- B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Consultant shall create a public health emergency plan acceptable to the City. The Consultant shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.
- a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Consultant's workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
 - b. Review and Acceptance of Plan:
 - i. Consultant must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
 - ii. The City shall have sole discretion to require changes to the plan.
 - iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.
- C. Enforcement & Stoppage of Work: Consultant fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

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

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

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

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

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

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

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

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

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

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

- 25. RETURN OF MATERIALS:** Consultant agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.
- 26. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Consultant's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Consultant or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 27. OWNERSHIP OF THE WORK:** The Consultant agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 29. PUBLIC RECORDS:** The Consultant understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled

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

- 30. RECORDS RETENTION AND ACCESS:** The Consultant agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Consultant in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Consultant further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Consultant, sub-consultants, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.
- 31. CONTRACT DISPUTES:** In the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.
- 32. SETTLEMENTS OF MISUNDERSTANDINGS:** Neither Party shall file any litigation arising from this Contract without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.
- 33. CITY'S OPTION TO TERMINATE:** The Contract may be terminated in accordance with the following provisions, which are not exclusive:
- A. Termination for Convenience:** At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Consultant, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Consultant will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However,

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

B. Termination for Cause:

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

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

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Consultant engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Consultant shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.

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

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

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

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

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

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

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

39. ASSIGNMENT: Consultant shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subconsultant is approved, Consultant shall be responsible

and liable for all acts or omissions of that subconsultant for any Work performed. If any subconsultant is approved, Consultant shall be responsible to ensure that the subconsultant is paid as agreed and that no lien is placed on any City property.

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

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

- 41. CONTINUING OBLIGATIONS:** The Consultant agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Consultant nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Consultant is unable to satisfactorily execute the Contract.
- 42. INTERPRETATION & IMPLEMENTATION:** Provisions of the Contract shall be interpreted and implemented in a manner consistent with each other and using procedures that will achieve the intent of both Parties.
- 43. ARM'S LENGTH:** This Contract has been negotiated at arm's length, and any ambiguity in any of its terms or provisions shall be interpreted in accordance with the intent of the Parties and not against or in favor of either the City or Consultant.
- 44. RELATIONSHIP:** The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials, or equipment. The Parties agree that neither the Consultant nor its principal(s) or employees are entitled to any employee benefits from the City. Consultant understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Consultant agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

The Consultant understands and agrees that it is responsible for the payment of all taxes on the

above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

- 45. CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract, notwithstanding conflicts of law principles. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.
- 46. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.
- 47. BINDING EFFECT AND CONTINUITY:** This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.
- 48. SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.
- 49. ENTIRE CONTRACT & AGREEMENT:** This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.
- 50. APPENDICES:** The City may attach to these conditions' appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Consultant to ensure that they have the latest versions applicable to the Contract.
- 51. NO THIRD-PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.
- 52. WAIVER:** Notwithstanding the passage of time, a Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Attachment C-1 Insurance & Indemnification

As used in this Attachment, the term “Contractor” shall refer to the “Consultant”.

INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required.

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

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

A. Commercial General Liability: With respect to all operations performed by the Contractor, subcontractors, agents or workers, it is the Contractor’s responsibility to ensure that commercial general liability insurance coverage, covering bodily injury and property damage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors’ Protective
3. Products and Completed Operations
4. Personal Injury Liability
5. Medical Expenses

Coverage limits shall not be less than:

- | | | |
|----|-------------------------------|-------------|
| 1. | General Aggregate | \$2,000,000 |
| 2. | Products-Completed/Operations | \$2,000,000 |
| 3. | Personal & Advertising Injury | \$1,000,000 |
| 4. | Each Occurrence | \$1,000,000 |
| 5. | Damage to Rented Premises | \$ 250,000 |
| 6. | Med. Expense (Any one person) | \$ 5,000 |

B. Workers’ Compensation/Employer Liability: With respect to all operations performed, the

Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

1. Bodily Injury by Accident: \$500,000 each accident
2. Bodily Injury by Disease: \$500,000 policy limit,
\$500,000 each employee

For contracts involving work of any kind or nature on Lake Champlain, Workers' Compensation/Employer's Liability policy shall include a Maritime Endorsement (USL&H).

C. Automobile Liability: The Contractor shall carry commercial automobile liability insurance covering all motor vehicles, including owned, non-owned and hired, used in connection with the Contract. Each policy shall provide coverage with a limit not less than: \$1,000,000 - Combined Single Limit for each occurrence.

D. Professional Liability/Errors & Omissions:

1. General: The Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:
 - (a) \$2,000,000 - Annual Aggregate/Policy Limit
 - (b) \$1,000,000 - Per Claim/Occurrence
2. Deductibles: The Contractor is responsible for any and all deductibles.
3. Coverage: The Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

E. Special Coverages

- a. Builders' Risk or Installation Floater: Value of project or contract

F. Umbrella/Excess Liability:

1. \$2,000,000 Each Event Limit
2. \$2,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer Liability.

All policies shall be endorsed to provide the City thirty (30) days' notice of cancellation. Each policy (except workers compensation/employers' liability) shall be endorsed to name the City and its officers, employees, agents, successors, and assigns as additional insureds on a primary, non-contributory basis. Each policy shall be endorsed to waive subrogation against the City.

INDEMNIFICATION:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, and hold harmless the City and its officers and employees from liability and claims, suits, fines, penalties, expenses (including attorneys' fees and costs), losses, liens, judgments, and damages of any kind or nature whatsoever (collectively, "Claims") arising as a result of the Contractor's acts and/or omissions in the performance this Contract.

Notwithstanding the foregoing, with respect to Professional Negligence (defined below), (i) the Contractor shall not have a defense duty to the City or its officers and employees; and (ii) the Contractor's duty to indemnify and hold harmless the City and its officers and employees shall be limited to the extent of the Contractor's actual fault; provided, however, that the Contractor's indemnification obligation with respect to Professional Negligence shall include the obligation to reimburse defense costs in the event and to the extent such costs are incurred and paid by the City as the proximate cause of said Professional Negligence.

As used herein, "Professional Negligence" means a failure by the Contractor to exercise that degree of skill and care ordinarily possessed by a reasonably prudent professional practicing in the same or similar locality and providing the same or similar services. For greater clarity, Professional Negligence generally includes the type of negligence covered under a Professional Liability/Errors & Omissions policy of insurance but not necessarily under a Commercial General Liability or Automobile Liability policy of insurance.

Attachment D:
Burlington Livable Wage Ordinance Certification

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

The Jones Payne Group, Inc.

I, John Hansen III, on behalf of _____ ("the Contractor") in connection
Leahy Burlington International Airport Residential Sound Insulation Program
with a contract for _____ services that we provide to the City, hereby certify under
oath that the Contractor (and any subcontractors under this contract) is and will remain in
compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and
that

(1) as a condition of entering into this contract or grant, we confirm that all covered
employees as defined by Burlington's Livable Wage Ordinance (including the covered
employees of subcontractors) shall be paid a livable wage (as determined, or adjusted,
annually by the City of Burlington's chief administrative officer) and provided appropriate
time off for the term of the contract;

(2) a notice regarding the applicability of the Livable Wage Ordinance shall be
posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee's compensation, produce payroll or
health insurance enrollment records or provide other relevant documentation (including
that of any subcontractor), as deemed necessary by the chief administrative officer, within
ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington's City
Attorney's office pursuant to this ordinance; and

(5) we will not retaliate (nor allow any subcontractor to retaliate) against an
employee or other person because an employee has exercised rights or the person has
cooperated in an investigation conducted pursuant to this ordinance.

Date

By: Contractor _____

Subscribed and sworn to before me:

Date

Notary _____

Attachment E:
Burlington Outsourcing Ordinance Certification

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

I, John Hansen III, on behalf of
The Jones Payne Group, Inc. (Contractor) and in connection with the
Leahy Burlington International Airport Residential Sound Insulation Program
[project], hereby certify under oath that (1) Contractor shall comply with the City of
Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering
into this contract or grant, Contractor confirms that the services provided under the above-
referenced contract will be performed in the United States or Canada.

Dated at _____, Massachusetts this ____ day of _____, 20__.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Attachment F:
Burlington Union Deterrence Ordinance Certification

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

I, John Hansen III, on behalf of The Jones Payne Group, Inc.
Leahy Burlington International Airport Residential Sound Insulation Program
(Contractor) and in connection with _____ (City
contract/project/grant), hereby certify under oath that The Jones Payne Group, Inc.
(Contractor) has not advised the conduct of any illegal activity, and it does not currently, nor will
it over the life of the contract advertise or provide union deterrence services in violation of the
City's union deterrence ordinance.

Dated at _____, Vermont this ____ day of _____, 20__.

By: _____
Duly Authorized Agent

Attachment G:
Consultant's Certificate of Insurance & Endorsements



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		6021106615	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		6021106615	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000 ☐ OCCUR ☐ CLAIMS-MADE	Y		6021106629	06/01/2025	06/01/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	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 / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Arch/Eng Prof Liab incl Pollution			C1BA78251001	06/01/2025	06/01/2026	Per Claim 2,000,000 Aggregate 5,000,000

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

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

CERTIFICATE HOLDER**CANCELLATION**

City of Burlington and Burlington International Airport
1200 Airport Drive, Suite 1

South Burlington,

VT 05403

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2864176

DATE (MM/DD/YYYY)

05/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: PHONE (A/C, No, Ext): 888-828-8365 FAX (A/C, No): E-MAIL ADDRESS: insperitycerts@locktonaffinity.com
INSURED THE JONES PAYNE GROUP, INC. 123 N WASHINGTON ST FL 3 BOSTON, MA 02114-2113	INSURER(S) AFFORDING COVERAGE INSURER A: Indemnity Insurance Company of North America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

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

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

CERTIFICATE HOLDER

City of Burlington and Burlington International Airport
1200 Airport Drive
Suite 13
South Burlington VT 05403

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



PATRICK LEAHY
BURLINGTON
INTERNATIONAL AIRPORT

Airport Operations and Airfield Maintenance Update

July, 2026

David E. Carman

Deputy Director of Aviation - Operations



Airport Operations and Airfield Maintenance Update

- Over the Last Several Months
- Current and Ongoing Items
- Future Items

Airport Operations and Airfield Maintenance Update

Over the Last Several Months

- Snow Season Overview: 82.4 inches for the season.
- Hershey Airports Conference, AAAE National Conference
- FAA Inspection June 1-3.
- Operational and Maintenance Involvement with Paint Projects, Thermoplastic, Rubber Removal, and Taxiway C Mill and Inlay project.
- TSA Inspection in the Month of June.
- Wildlife Hazard Management Plan Review.
- Tabletop Exercise and AVSEC at the VTANG Firehouse May 22.

Airport Operations and Airfield Maintenance Update

Over the Last Several Months

- Hershey Airports Conference, AAAE National Conference



Airport Operations and Airfield Maintenance Update

Over the Last Several Months

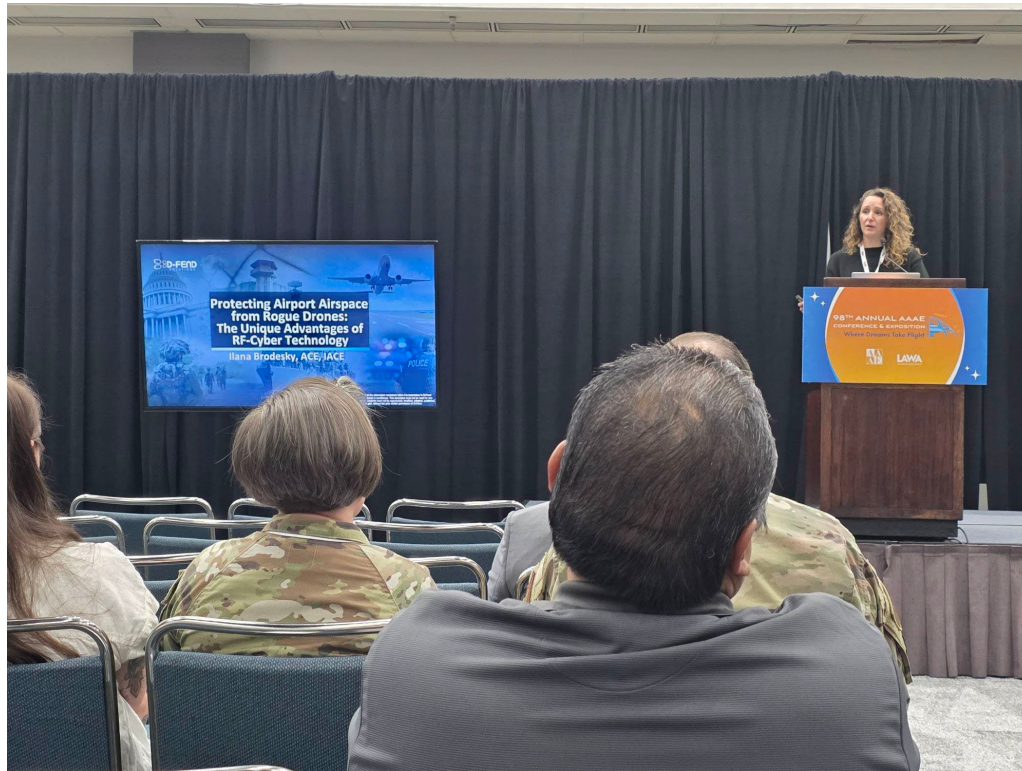
- AAAE National Conference



Airport Operations and Airfield Maintenance Update

Over the Last Several Months

- AAAE National Conference



Snow Season 2025-26

Total Snow 82.4 Inches

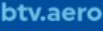
- Snow Crews A and B, and Landside.
- Snow Crews 7 per team.
- 3pm-11pm, 11pm-7am.
- Landside: As Conditions Dictate.
- Automated Call-Ins.
- 4 New Pieces of Equipment
- T9, T10, T16, New Loader
- Currently Updating Vehicle Replacement Plan with Passero Associates to Account for SRE that is beyond useful life and leased equipment (4 more years) over the next 5 or so years.



Airport Operations and Airfield Maintenance Update

Over the Last Several Months

- AEP Review/AVSEC/Tabletop Exercise



2026 Airport Emergency Plan Review, Tabletop Exercise and AVSEC

Wednesday, May 20th 2026
10:00 am – 1:00 pm

The Patrick Leahy Burlington International Airport (Leahy BTV) is hosting an annual plan review and tabletop exercise for all stakeholders. The purpose of this event is to provide participants with an overview of the Airport Emergency Plan (AEP) and AVSEC (airport preparedness for an elevated national threat), review recent updates to the AEP, and provide a facilitated Tabletop Exercise (TTX) to further the opportunity and discuss how the AEP would be applied during an emergency, the coordination between stakeholders, and critical considerations to prepare for an emergency.

Vermont Agent of Transportation Emergency Management facilitator(s) in coordination with airport staff will lead player scenarios and discussions to address the challenges presented by the event, gathering feedback, and identifying areas for improvement within the plan. Discussions will focus on stakeholder coordination, communications, critical decision-making, and the integration of resources necessary to respond to and recover from the event.

Attendance

Registration is required to participate in this in-person event as a limited number of in-person seats are available and food will be provided. The event will be conducted at the Vermont Air National Guard ARFF (aircraft and rescue firefighting) Firehouse with directions attached to this email.

Exercise Objectives

1. Review airport and stakeholder readiness in an elevated nation-wide security threat.
2. Review the Leahy BTV Emergency Plan and ensure that staff and stakeholders understand their roles and responsibilities during an emergency.
3. Assess the ability of stakeholders to establish an effective command structure in response

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

Airport Operations and Airfield Maintenance Update

FAA Inspection

☒ 14 CFR §139.305 (a) (3) – Paved Areas

Pavement cracks or surface deterioration that produces loose aggregate or other contaminants located in multiple locations along the decommissioned threshold bar of RWY 33. Immediate pavement repairs needed.

Correction Date: June 19, 2026

- Resolved on June 8 and 9.



Airport Operations and Airfield Maintenance Update

FAA Annual Inspection: Day and Night Inspections

Markings/Signage



Airport Operations and Airfield Maintenance Update

FAA Annual Inspection: Day and Night
Inspections

Markings



Airport Operations and Airfield Maintenance Update

FAA Annual Inspection: Fueling Records

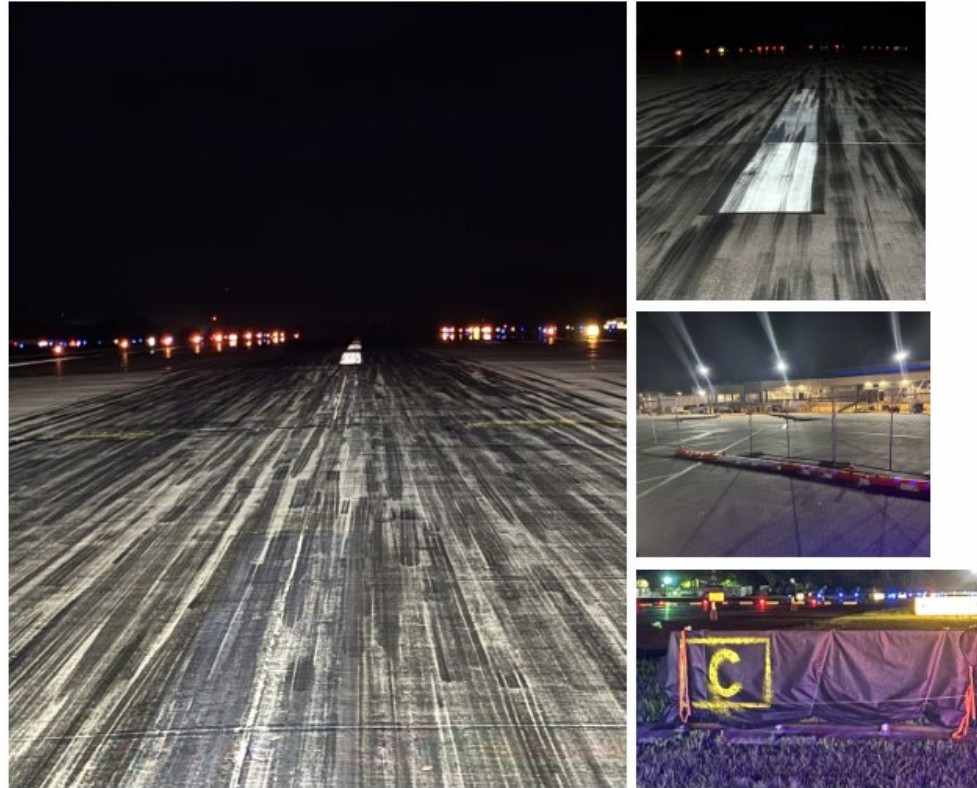
Heritage Aviation BTV Fuel Training Records 2026						
Employee Name	Role	Trained By	AvFuel Current	AvFuel Previous	Extinguisher Current	Extinguisher Previous
Cote, Daniel	Fuel Supervisor	AvFuel 139.321 e1	7/21/2025	8/7/2023	5/9/2025	5/23/2024
Finegan, Robert	Fuel Supervisor	AvFuel 139.321 e1	3/10/2026	5/31/2024	5/9/2025	5/23/2024
Arrington, Austin	Line Service	Cote	4/16/2026	N/A	5/27/2026	N/A
Bessette, Andrew	Line Service	Cote	8/29/2025	8/8/2023	5/27/2026	5/23/2024
Bessette, Stephen	Line Service	Cote	9/22/2025	9/27/2023	5/27/2026	5/23/2024
Brousseau, Jeremy	Line Service	Cote	8/25/2024	9/2/2022	5/27/2026	5/23/2024
Brown, Benjamin	Line Service	Cote	5/20/2026	N/A	5/27/2026	N/A
Buskey, Tim	Line Service	Cote	8/28/2024	9/20/2022	5/27/2026	5/23/2024
Castillo, Juan	Line Service	Cote	6/30/2024	12/18/2022	5/27/2026	11/25/2024
Donker, Don	Line Service	Cote	3/17/2026	2/26/2024	5/9/2025	6/12/2023
Drumm, Sean	Line Service	Cote	10/25/2024	N/A	5/27/2026	11/25/2024
Dunn, Patrick	Line Service	Cote	8/29/2025	8/31/2023	5/9/2025	6/12/2023
Duval, Brian	Line Service	Cote	4/11/2026	4/12/2024	5/27/2026	5/23/2024
Endres, Patrick	Line Service	Cote	11/18/2025	12/9/2023	5/9/2025	11/16/2023
Johansson, Lex	Line Service	Cote	8/13/2025	N/A	10/9/2025	N/A
Moore, Erik	Line Service	Cote	9/20/2025	9/27/2023	5/27/2026	5/23/2024
Mott, Zackariah	Line Service	Cote	4/1/2025			
Oliver, Nathan	Line Service	Cote	4/17/2026			
Rakley, Connor	Line Service	Cote	6/4/2025			
Raymond, Erik	Line Service	Cote	4/24/2025			
Roy, Nathan	Line Service	Cote	11/28/2025			
Sanchez, Thomas	Line Service	Cote	9/16/2025			
Shems, Elan	Line Service	Cote	6/23/2025			
Veysey, Matt	Line Service	Cote	4/11/2026			
Williams, Connor	Line Service	Cote	4/15/2026			

Fuel Storage Inspection Records		
FBO/Fueling Agent	Fuel Type	Deficiency Status
Heritage	100LL	
Heritage	Jet A	
Heritage	Jet A	
Heritage	100LL	
Heritage	Jet A	
Heritage	Jet A	
Heritage	100LL	
Heritage	Jet A	
Heritage	Jet A	
Heritage	100LL	

Airport Operations and Airfield Maintenance Update

FAA Inspection

Night Airfield Inspection



Airport Operations and Airfield Maintenance Update

FAA Annual Inspection

Fueling Inspections



Airport Operations and Airfield Maintenance Update

FAA- New England Region Airports

Recent:

- Wildlife Hazard Management Plan Review.

Subject: Wildlife Hazard Management Plan Annual Review

Airport: Patrick Leahy Burlington International Airport Airport ID: kBTV

Date of the review: June 11, 2026

On this date, the airport conducted the annual review the Wildlife Hazard Management Plan, as per the requirements of 139.337(f) (6).

General Information/ Significant findings:

- **Name of review coordinator-** (Person facilitating discussions and writing plan updates; usually the Wildlife Coordinator, Wildlife Biologist, or Airport Manager) & **participating airport personnel and representatives of other organizations** (As listed in 139.337(f)(1); may include members of airport management, the wildlife coordinator, airport operations/ wildlife staff, wildlife Biologist who conducted Wildlife Hazard Assessment, members of the wildlife hazard working group*). Attach a sign-in sheet: _____
 - *Jake Borgeson, USDA WS Wildlife Biologist, Review Coordinator*
 - *Avery Feeley, USDA WS Wildlife Technician*
 - *Dave Carman, BTV Deputy Director of Aviation Operations*
 - *Stacy Leveille, BTV Operations Manager*
 - *Stephanie Mueller, BTV Operations Foreperson*
- **Summary of results of annual data analysis-** Example: ranking of highest priority species based on the analysis. (Per standardized continual monitoring procedures of 139.337(f)(6); data for analysis may include logs of wildlife strikes, wildlife observations and control measures, standardized wildlife monitoring surveys, and wildlife data from off-airport sites of concern.)
 - *Referenced training from 6-10-26.*
 - *Raptors (kestrels), Gulls (ring-billed gulls), Waterfowl, etc.*
 - *USDA continued monitoring reference, maps, graphs, annual report.*
- **Summary of progress and challenges in management of the most significant wildlife attractants and/or habitats on or near the airport -** (Review of habitat management priorities listed in 139.337(f)(2))
 - **Progress:**
 - *Excavator w/ brush removal attachment.*
 - *RC Mower for harder to reach places.*
 - *Clearing brush actively on the 19/MX fenceline (by hand, weed whackers). Difficult areas for MX machinery to reach.*
 - *First round of CY26 mowing complete; mower decks adjusted accordingly.*
- **Summary of progress and challenges in direct wildlife hazard management (i.e., dispersals, strike response) on the airfield -** (Review of procedures to be followed during air carrier operations as listed in 139.337(f)(5))
 - **Progress:** *Success of herding large mammals (i.e. deer incident 2025) off the airfield whenever present; unified effort between BTV staff, VTANG staff, and USDA WS.*
 - *Success of keeping large mammals off the AOA; limited access due to adequate fencelines and maintenance.*
 - *Positive cooperation w/ airfield tenants reference wildlife strike incidents.*
 - *Challenge: Increased overall aircraft movements on the airfield. Movement area access, radio transmissions.*
- **Changes to management strategies identified**
 - *N/A*

Airport Operations and Airfield Maintenance Update

Recent:

- Paint Projects, Thermoplastic, Rubber Removal.



Airport Operations and Airfield Maintenance Update

Recent:

- Paint Projects, Thermoplastic, Rubber Removal.



Airport Operations and Airfield Maintenance Update

Ongoing:

- Paint Projects, Thermoplastic, Rubber Removal.



Airport Operations and Airfield Maintenance Update

Upcoming:

- Paint Projects, Thermoplastic, Rubber Removal.



Airport Operations and Airfield Maintenance Update

Upcoming:

- MATS (FAA grant for ground vehicle ADS-B out). FAA SAI Safety Initiative.



Federal Aviation Administration

Memorandum

Date: October 2, 2024

To: Office of Airports Regional Directors, AXX-600s
Regional Airport Planning & Programming, AXX-610s
Airports District Office Managers, XXX-ADOs

From: Danielle J. Rinsler, Director, Airport Planning and Programming, APP-1
John R. Dermody, Director, Airport Safety and Standards, AAS-1 JOHN R. DERMODY

Subject: Program Guidance Letter (PGL) 24-01: Funding for Airfield Ground Vehicle Safety Systems

This Program Guidance Letter (PGL) addresses eligibility to purchase and install equipment on airport-owned ground vehicles that improve surface safety on the airfield: Vehicle Movement Area Transmitters (VMATs) using Automatic Dependent Surveillance - Broadcast (ADS-B) and Runway Incursion Warning Systems (RIWS). VMAT equipment can be used for vehicle tracking at airports selected in the FAA's Surface Awareness Initiative (SAI). RIWS equipment can be used to alert vehicle drivers at any Airport Improvement Program (AIP) eligible airport. FAA policy is to allow and encourage acquisition, installation, and use of VMATs and RIWSs in order to improve airfield safety.

VMAT background

The FAA and the aviation community are pursuing a goal of zero serious close calls as identified in the February 2023 Safety Call to Action Initiative, which includes mitigating incursions of both aircraft and ground vehicles. Currently, Airport Surface Display Equipment, Model X (ASDE-X) and Airport Surface Surveillance Capability (ASSC) surface surveillance systems, which are used to monitor airfield movements and enhance safety, are in-use at 43 civil airports in the National Airspace System (NAS).

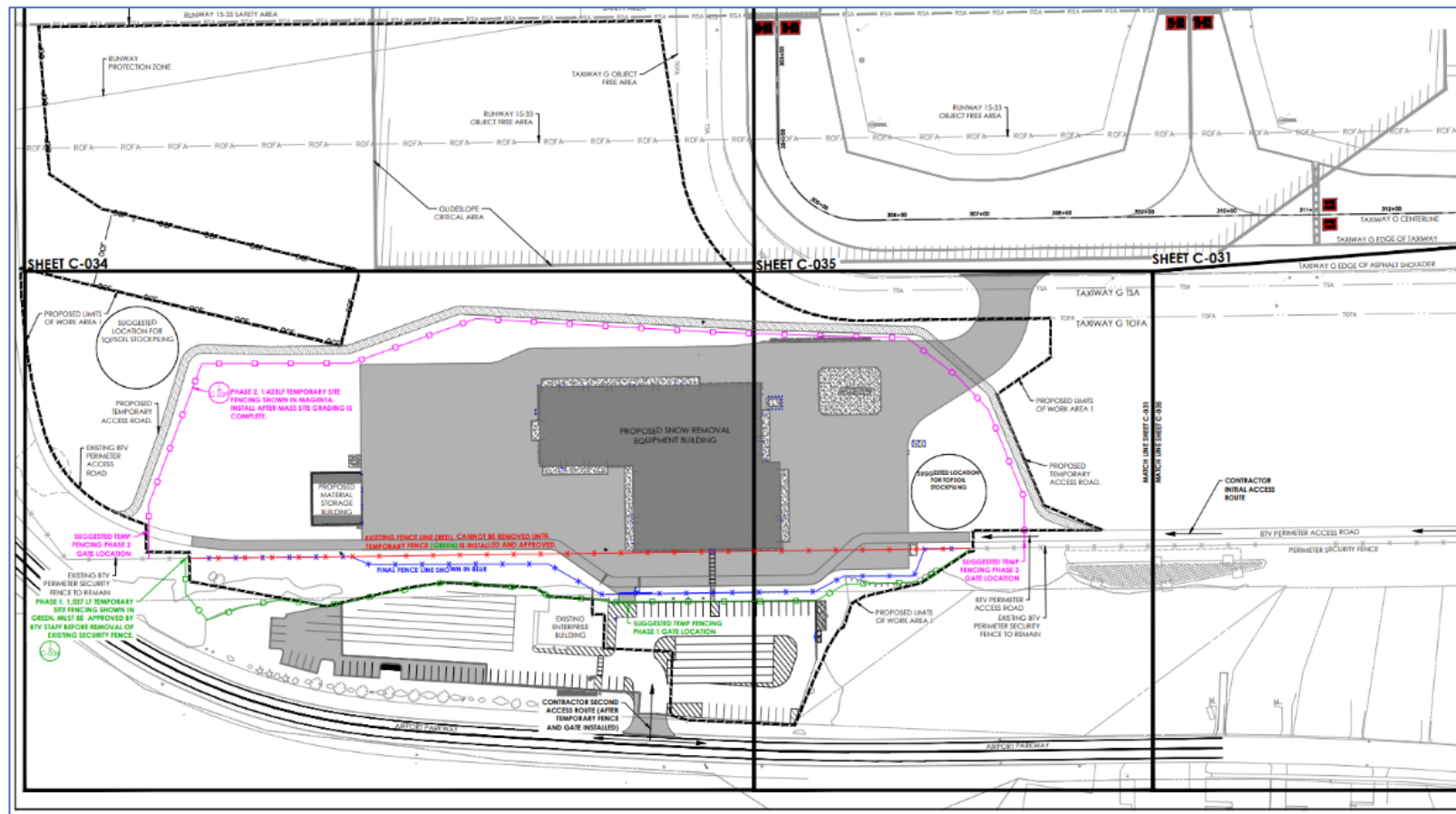
Following the Safety Call to Action, the FAA established the Surface Awareness Initiative (SAI) to provide supplemental situational awareness for Air Traffic Control (ATC) at additional airports to deliver innovative, cost-effective technology solutions to airports without existing ASDE-X or ASSC capabilities. Similar to ASDE-X and ASSC systems, SAI systems use ADS-B to track aircraft and vehicles on the airport surface. At airports equipped with SAI systems, the



Airport Operations and Airfield Maintenance Update

Upcoming:

- Operations preparations for future projects: SRE Building and Cargo Apron.



Airport Operations and Airfield Maintenance Update

Upcoming:

- Full Scale Exercise on September 12.

2020 & 2023 Triennial Exercise Overview

Scenario Summary:

- Red Bird 20 (Embraer 190) departed Burlington International Airport with 41 souls; crew reported a #2 (right) engine fire shortly after contacting departure control and requested immediate return.
- Aircraft leveled at 4,000 ft and received vectors back to BTV; crew worked emergency checklists, shut down the engine, and activated onboard fire suppression, resulting in minor delay vectors.
- Airport emergency response was activated: ARFF units staged for landing, prepared for potential active fire, evacuation, and triage upon arrival.
- Aircraft returned for emergency landing with fire risk mitigated in-flight; responders remained on standby to assess for residual heat, fire, or passenger needs.

Difference between 2020 and 2023:

2020 destination – Newark Liberty International Airport

2023 destination – John F. Kennedy International Airport

There will be no drone component for 2026



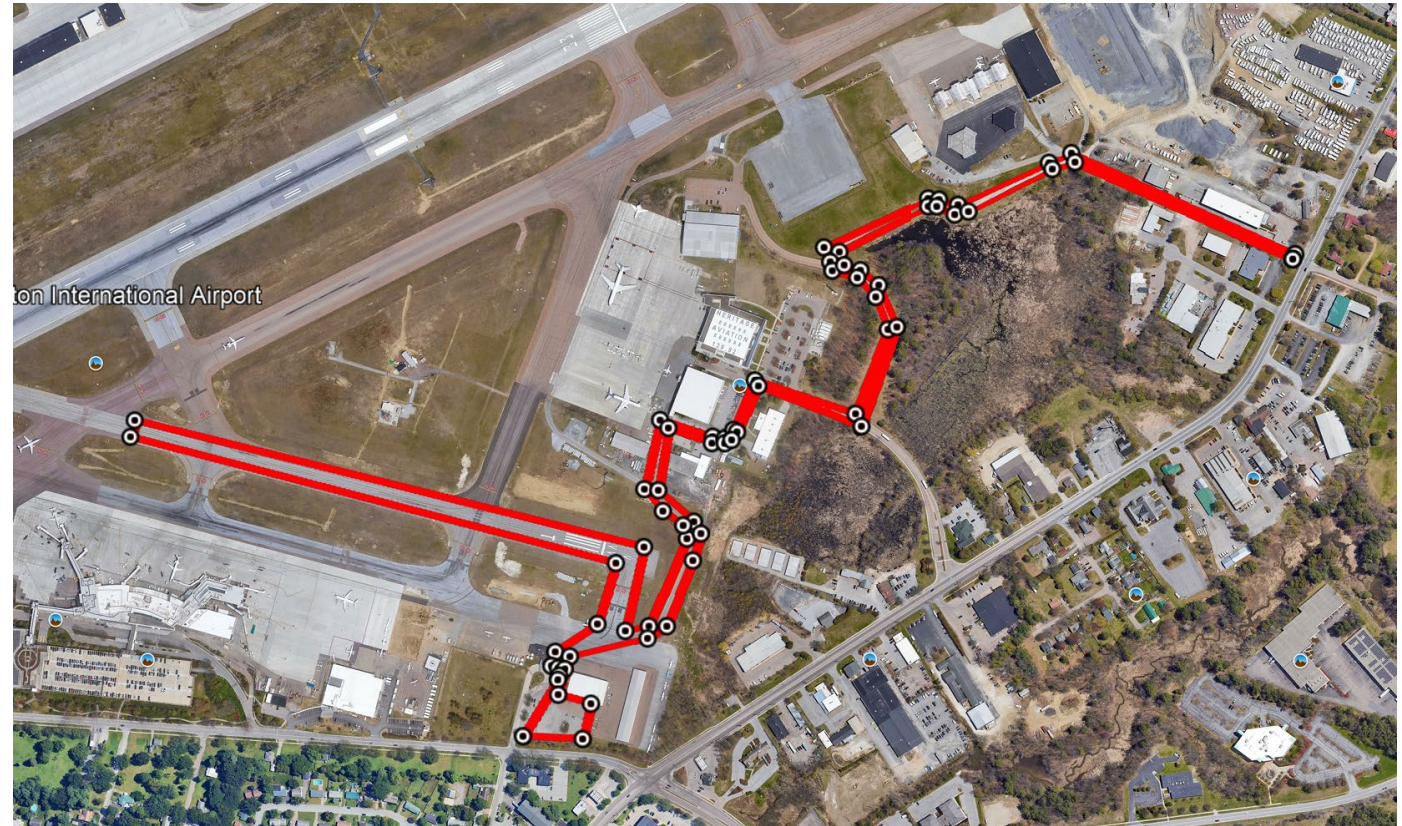
Save the Date
for the 2026 Leahy BTV Triennial Full-Scale Exercise

Date: Saturday, September 12, 2026
Location: Patrick Leahy Burlington International Airport
Contact: Dave Carman - dcarman@btv.aero



Airport Operations and Airfield Maintenance Update

Upcoming:



Thank you!

To: Airport Commissioners
From: Marie Friedman, CPA, Director of Finance
Date: August 5, 2026
Re: Financial Highlights Report for August 5th meeting

- This month's financial package includes the May P&L, Revenue Recovery Metrics and the June 30th Banking Balance report.
- BTV renewed the Grant Anticipation Note (GAN) on June 30th. There is \$4,810,558 drawn down on the GAN currently, mostly related to the NEXT project grants. The Airport has \$5,189,442 million still available to draw on if needed. Interest rates are adjusted monthly. Interest paid on the GAN is eligible for reimbursement under PFC.
- The Airport PFC Application #10 was approved by the FAA on June 26th, 2026. This includes the buildout of the SRE Building financing as well as local share match on upcoming AIP grants. The SRE \$26.5 million financing lease closed on July 17th, 2026. The Airport entered into a fifteen year lease with M&T Bank at an interest rate of 4.88%. The semi-annual payments begin on January 17, 2027.
- Year-to-date (YTD) Revenues through May were \$25.6 Million. Operating revenues are higher than the prior year, primarily due to the increases realized in parking garage revenues and terminal concession revenues. The parking garage revenues are higher (due to increasing the daily rate), terminal concessions are higher as well. Landing fees are lower than the prior year. Starting in February 2026, incentives for Breeze began to expire, and they started paying landing fees on some of their routes. Please refer to the P&L for more detail. The Airport Revenue recovery schedule is included as well. All metrics are recovering as expected. This shows five revenue sources and how they performed over time. The data points represent a trailing twelve month for each month.
- Expenses thru May were \$18.7 Million. This is a 4.2% increase over prior year, however, there are significant encumbrances on large projects shown as well. Please refer to the P&L for more detail.
- Cash update: As of June 30, 2026, BTV had \$3,317,374 in the Airport unrestricted cash account and did not owe the City any money.

Budget Performance Report

Fiscal Year to Date 5/31/2026

Account	Account Description	Amended Budget	YTD Encumbrances	FY 2026 YTD Transactions	Remaining Balance	% Used/Received	FY 2025 YTD Transactions
REVENUES							
4050	Parking Fines	35,000	-	7,425	27,575	21%	785
4247	Fees and Permits	110,000	-	136,927	(26,927)	124%	125,102
4267	Utility Reimbursement	151,000	-	173,695	(22,695)	115%	147,351
4268	Sale of Gasoline	780,000	-	699,845	80,155	90%	558,824
4295	Parking Fees	8,150,000	-	8,158,439	(8,439)	100%	7,191,488
4297	CFC's	2,200,000	-	1,983,008	216,992	90%	1,982,836
4345	Advertising Revenues	200,000	-	49,315	150,685	25%	117,650
4380	Third Party Gateway	1,000	-	375	626	+++	606
4385	Ticket Sales	20,000	-	-	20,000	0%	-
4390	Concessions	425,000	-	469,327	(44,327)	110%	412,864
4440	Taxi Fees	195,000	-	236,944	(41,944)	122%	208,417
4445	Terminal Rent - Exclusive	1,125,000	-	1,075,685	49,315	96%	966,527
4450	Terminal Rent - Commonuse	1,725,228	-	1,412,798	312,430	82%	1,518,278
4455	Terminal Concessions Airport	800,000	-	786,987	13,013	98%	728,777
4460	Rental Car Concessions	3,800,000	-	3,470,277	329,723	91%	3,327,410
4465	Rent Grounds	619,341	-	524,819	94,522	85%	521,567
4470	Rent Buildings	1,123,000	-	983,898	139,102	88%	993,813
4475	Landing Fees	2,300,000	-	2,055,818	244,182	89%	2,154,461
4480	PFC Revenue	2,800,000	-	2,588,134	211,866	92%	2,614,580
4505	Terminal Non Airline	670,000	-	619,471	50,529	92%	553,396
4535	Misc Rev	1,000	-	853	147	85%	12,985
4600	Fees For Services	6,500	-	10,725	(4,225)	165%	6,695
4961	Property Tax Reimbursement - Airport	215,365	-	211,508	3,857	98%	211,097
Total Revenues		\$ 27,452,434	\$ -	\$ 25,656,272	\$ 1,796,162	93%	\$ 24,355,509

EXPENDITURES

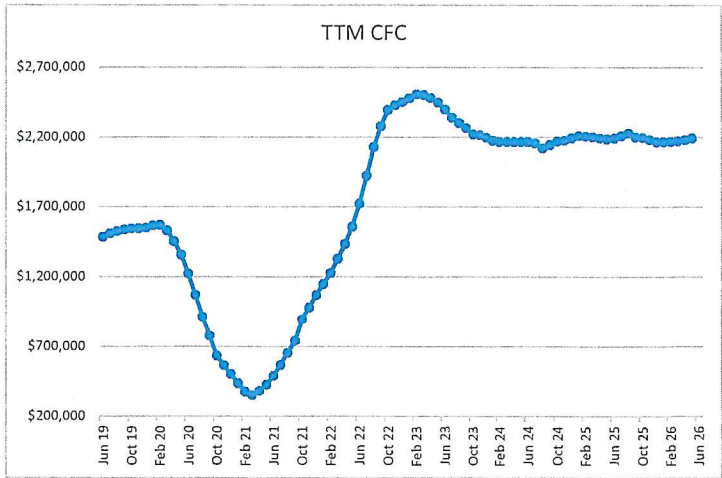
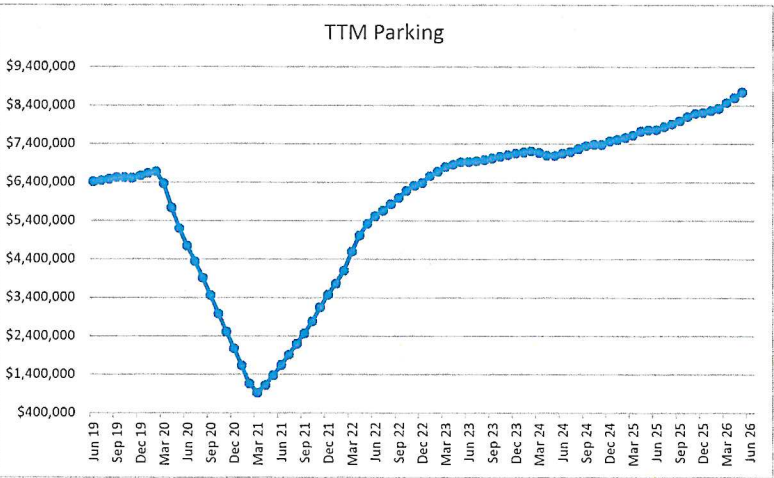
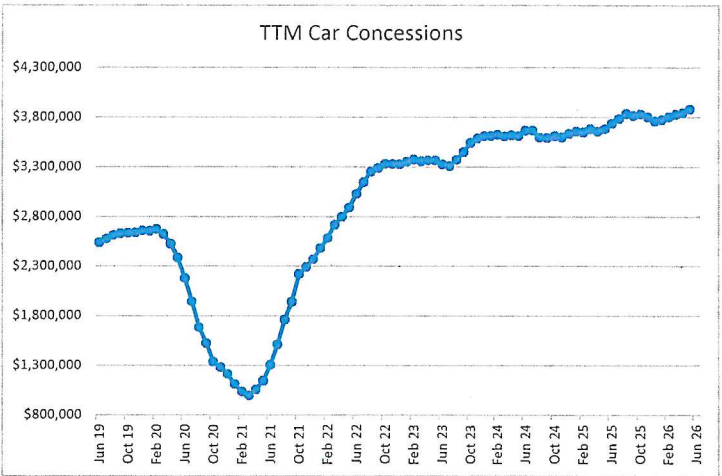
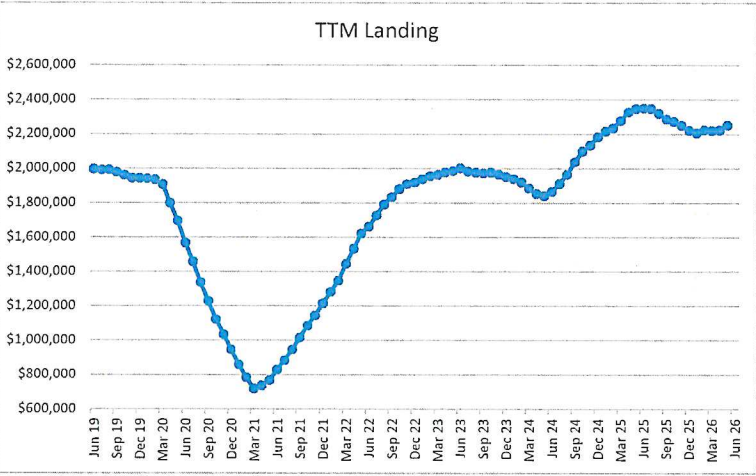
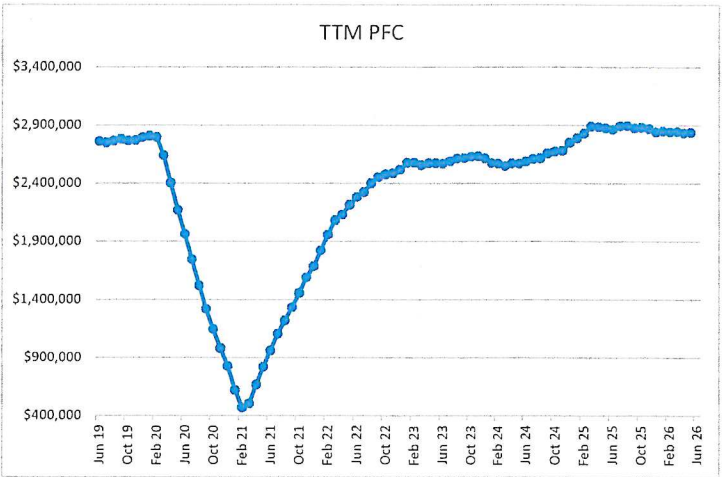
Account	Account Description	Amended Budget	YTD Encumbrances	FY 2026 YTD Transactions	Remaining Balance	% Used/Received	FY 2025 YTD Transactions
5000	Salaries and Wages	4,223,666	-	3,517,278	706,388	83%	3,258,575
5100	Overtime	399,000	-	389,922	9,078	98%	341,414
5200	Other Personnel Services	521,458	-	416,685	104,773	80%	433,477
5400	Employee Benefits	1,923,646	-	1,711,211	212,435	89%	1,576,140
		7,067,770	-	6,035,096	1,032,674		5,609,606
6000	Office Supplies	4,400	(153)	3,260	1,293	74%	2,414
6005	Postage	200	-	238	(38)	119%	152
6007	Shipping and Moving	30,000	(22)	19,864	10,158	66%	26,841
6010	Computer Equipment	44,080	1,782	27,354	14,944	62%	30,440
6015	Computer Software	2,000	-	-	2,000	0%	-
6017	Computer Licensing and Maint.	288,405	-	259,018	29,387	90%	242,857
6020	Office Equipment	3,000	-	357	2,643	12%	550
6025	Furnishings	257,500	19,206	232,336	5,959	90%	35,203
6200	Medical Fees And Supplies	10,010	70	8,159	1,781	82%	2,794
6202	Printing/Copying/Paper Mgt	18,015	-	6,949	11,066	39%	11,274
6203	Dues/Subscriptions	231,100	(1,348)	211,223	21,226	91%	137,390
6206	Custodian Supplies	110,000	-	85,608	24,392	78%	88,165
6208	Special Supplies	84,325	487	61,178	22,660	73%	60,237
6210	Small Tools and Equipment	47,000	2,800	22,949	21,251	49%	39,724
6211	Specialized Equipment	68,871	-	24,319	44,552	35%	314
6212	Fuel	906,000	(31,103)	795,682	141,421	88%	659,026
6214	Clothing And Uniforms	25,000	-	4,201	20,799	17%	24,129
6215	Uniform Laundering	25,300	2,135	19,790	3,375	78%	17,933
6216	Oil & Grease & Antifreeze	16,496	200	9,304	6,993	56%	9,894
6222	Runway De-Ice	260,052	-	260,052	-	100%	55,168
6294	Donations	3,000	-	-	3,000	0%	5
6300	Repair & Maintenance	2,350,523	91,207	1,607,677	651,639	68%	2,514,871
6350	Legal Notice & Advertising	1,100	-	1,608	(508)	146%	810
6400	Utilities	2,081,450	-	1,699,284	382,166	82%	1,481,553
6500	Professional and Consultant Svs	1,897,601	193	1,438,634	458,774	76%	1,333,543
6530	Rentals	23,400	-	20,606	2,794	88%	4,675
6600	Maintenance Contracts	401,250	5,100	261,468	134,682	65%	212,249
6605	Radio Maintenance	54,900	-	42,893	12,007	78%	10,714
6610	Custodial Contracts	921,809	-	820,449	101,360	89%	814,020
6615	Property Repairs	270,945	18,995	168,000	83,950	62%	199,592
6625	Equipment Maintenance Repairs	402,675	-	370,586	32,089	92%	183,258
6700	Travel & Training	94,800	-	78,455	16,345	83%	87,088
6800	Fees for Services	24,785	-	16,465	8,320	66%	14,127
7200	Capital Leases	838,013	16,058	781,301	40,654	93%	538,790
7230	Insurance	416,773	-	389,969	26,804	94%	375,867
7303	Regulatory and Bank Fees	225,000	-	195,000	30,000	87%	205,129
7312	Real Estate Taxes	956,745	-	855,145	101,600	89%	852,668
7652	Discretionary Spending	50,000	-	20,991	29,009	42%	32,036
8015	Indirect Fees	557,778	-	511,302	46,476	92%	524,183
8017	Indirect Fees - City Attorney	34,004	-	31,174	2,830	92%	84,942
8135	Airport Security To Police	1,370,477	-	1,256,266	114,211	92%	1,351,174
8400	Special Events/Project	38,500	-	43,015	(4,515)	112%	68,465
Total Expenditures		\$ 22,515,052	\$ 125,607	\$ 18,697,223	\$ 3,692,222	84%	\$ 17,943,869
Net Operating Revenues				\$ 6,959,049			\$ 6,411,639

Net Operating Revenues (which are used to pay for Bond payments, Capital and FAA projects)

Recovery Metrics

	At Feb 2020	Minimum	Drop	Current	Recovery
Parking	\$6,670,572	\$911,595	-86%	\$8,742,787	131%
PFCs	\$2,797,591	\$467,680	-83%	\$2,839,325	101%
Car Concessions	\$2,673,896	\$994,488	-63%	\$3,880,100	145%
Landing Fees	\$1,933,993	\$291,209	-85%	\$2,251,235	116%
CFCs	\$1,568,752	\$352,036	-78%	\$2,192,092	140%

All figures are trailing twelve months



Burlington International Airport

Cash and Investments

June 30, 2026

Account	Account Description	6/30/2026
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Unrestricted Bank Accounts

1000_400	Bank Account Airport	3,317,374
1050_496	Cash Restricted AIP Deposit Keybank	7,735

Restricted Bank Accounts

1050_420	Cash Restricted Escrows - Airport PFC TD Bank	4,684,684
1000_415	Bank Account - PFC Prepaid Cash Account	491,892
1000_420	Bank Account CFC	4,603,277
1050_416	Cash Restricted Revenue Bond DSR-Zion Trustee	3,420,302
1050_492	Cash Restricted Air Debt Service Fund - Interest	373,920
1050_401	Cash Restricted Air Debt Service Fund-Principal	1,890,000
1050_402	Cash Restricted Air Debt Service Fund-Sinking	1,155,000
1050_425	Cash Restricted Escrows - Airport - Op Maint Res	5,835,618
1050_430	Cash Restricted Airport Renewal and replacement - Zion	200,013
1050_495	Projects Operating Acct/Escrow GAN Keybank	279

Total Cash and Investments		<u>25,980,095</u>
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1100_999	(Due To) / Due From Pooled Cash (timing)	<u>-</u>
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Comparative Information on Primary Airport bank account

	6/30/2026
1000_400 Bank Account Airport - Current Fiscal year	3,317,374
1000_400 Bank Account Airport - Prior Fiscal year - April 2025	7,181,152
1000_400 Bank Account Airport - Two prior years - April 2024	6,426,356

To: Airport Commission

From: Larry Lackey, Director of Planning, Engineering and Environmental Compliance

Date: August 5, 2026

Subject: Airport Commission Construction Update

1. **Environmental Assessment (est. \$.25M).** The purpose of this project is to evaluate environmental impacts related to the mitigation of obstructions with in the aircraft approach surfaces to the runways. This is in follow up to the recently completed Master Plan, which includes obstruction identification and environmental review. Completed, working on close out documents.
2. **South Terminal Replacement Project (\$73M).** The purpose of this project is for overall terminal efficiencies and a better passenger experience. Due to increased aircraft seating existing passenger hold areas are overcrowded during peak times as identified in the recent Master Plan Update. Recently the opportunity had risen through the Airport Terminal Improvement Program (ATP) from the Bipartisan Infrastructure Law. We have submitted our request for full build out of this project, including: Demolition of the existing South Concourse; new Terminal improvements (approximately 45,000 SF of new gross floor area on 2 levels); five (5) new aircraft gates; up to four (4) new passenger boarding bridges (PBB), new passenger circulation and hold rooms; future concessions space; and apron construction within demolished South Concourse footprint. The South Terminal Replacement Project will be approximately 160' farther from Taxiway A as the existing South Concourse. We were not selected this past year and have reapplied for FFY23 design only. We have moved forward with schematics and preliminary cost estimates for existing potential funding source applications. ATP application for funding was submitted in January. **ATP funding was not awarded for this application.**
3. **Cargo Apron Construction Project (\$4.7M).** The purpose of this project is to provide additional space for other potential cargo carry operations. Have submitted 7460-1 (Air Space Review) to FAA for this project. The scoping of the he project, design only has been completed with the FAA. The IFE process for completion before a FAA Grant Application in April has been completed. Grant Application was submitted on April 3, 2023. Grant has been issued, moving to finalize contract. The contract has been issued to Hoyle, Tanner and Associates with the design to start. It has been determined that this project will require additional FAA technical operations review prior to proceeding. The FAA updated review has been issued as favorable, and the project design is moving forward. The Project design is complete. Working on permit applications. We received 2 bids. We applied for a grant on April 15, 2026 for construction. We received the Grant from the FAA. **Construction will start in early August. We had the FAA required construction meeting on July 29, 2026.**

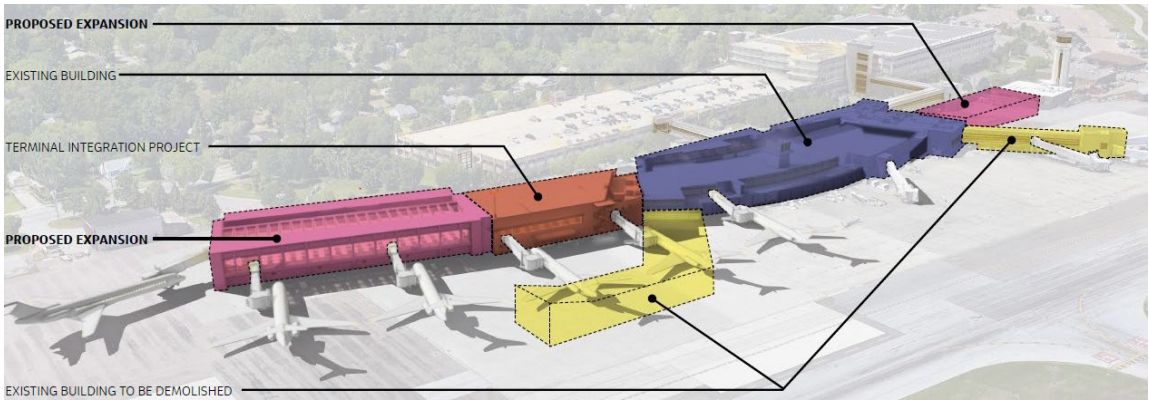
4. **SRE Building Construction (\$29M).** The purpose of this project is to replace the existing out dated facilities, which does not meet the storage needs of the required equipment to maintain the airfield. A contract for study is being completed with programing and scoping moving forward. The scoping session with the FAA has been completed. The final scope is complete with the IFE process was completed. The Grant Application was submitted to the FAA. Contract has been signed with Passero Associates to design and bid this project. Site investigations were completed in November. The site plan is developed with the building design at 30%. We have had page turn of the draft plans. Applications for permits are being moved forward. A pre –Application meeting was held with South Burlington Planning and Development Staff in preparation for an upcoming DRB hearing. Permit Applications are being prepared. We presented to the South Burlington DRB on June 3rd. The hearing was not closed. There were items that needed follow up. We have followed up on these items and are scheduled back with the DRB on July 1, 2025. The SB DRB process has been completed. Permits have been issued. Bids for construction were received on January 9, 2026. We had 3 bidders. The low bid was provided by Engleberth Construction. We are moving this forward. **The team has finalized the funding for this project. Contracts are being finalized for an August start.**
5. **FAA CIP for FY27 and next 5 years.** We have been asked by this FAA to set a date with them to review this. **We are working on the update to the CIP. Our annual meeting has been set in September with the FAA.**
6. **BETA – Development**
Communication and coordination with Beta on the first phase of the Electric Aircraft Assemble Facility and Valley West Hangar for all aspects of permitting, environmental, engineering, utilities and attendance at public hearing and construction meetings. The first Phase is complete. We are coordinating with Beta on all aspects of their new development.
7. **South Apron and TW G Ext. Development (\$6.6).** The purpose of this project is to provide much needed additional general aviation apron area on the airfield. Completed, working on closeout documents.
8. **Glycol System Upgrade (est. \$3.5M).** The purpose of this project is to improve the glycol system (De-icing). We have had additional follow up discussions with the FAA and it appears this is eligible for funding and is being added back into our FAA CIP. We have received and reviewed the site evaluation and process review scope. We brought this for Airport Commission approval last month subsequently, it was approved by City Council. Study is moving forward. We visited the Syracuse Airport to evaluate and understand the technology they were using to compare to our Portland Jetport visit. The Draft study has been issued and is under review by the airport team. A review session with Stantec was completed. We had a joint meeting last week with our consultant and our FBO Heritage Flight to get their input. The final report is completed. A 7460 – 1 (Siting review) has been submitted for the siting of the first site location for review. This has been determined to be our priority project with the most recent FAA CIP review. **We have worked with the FAA on a funding schedule. We can start scoping the project with the FAA. We received the response from the FAA on OEAAA siting review. This was**

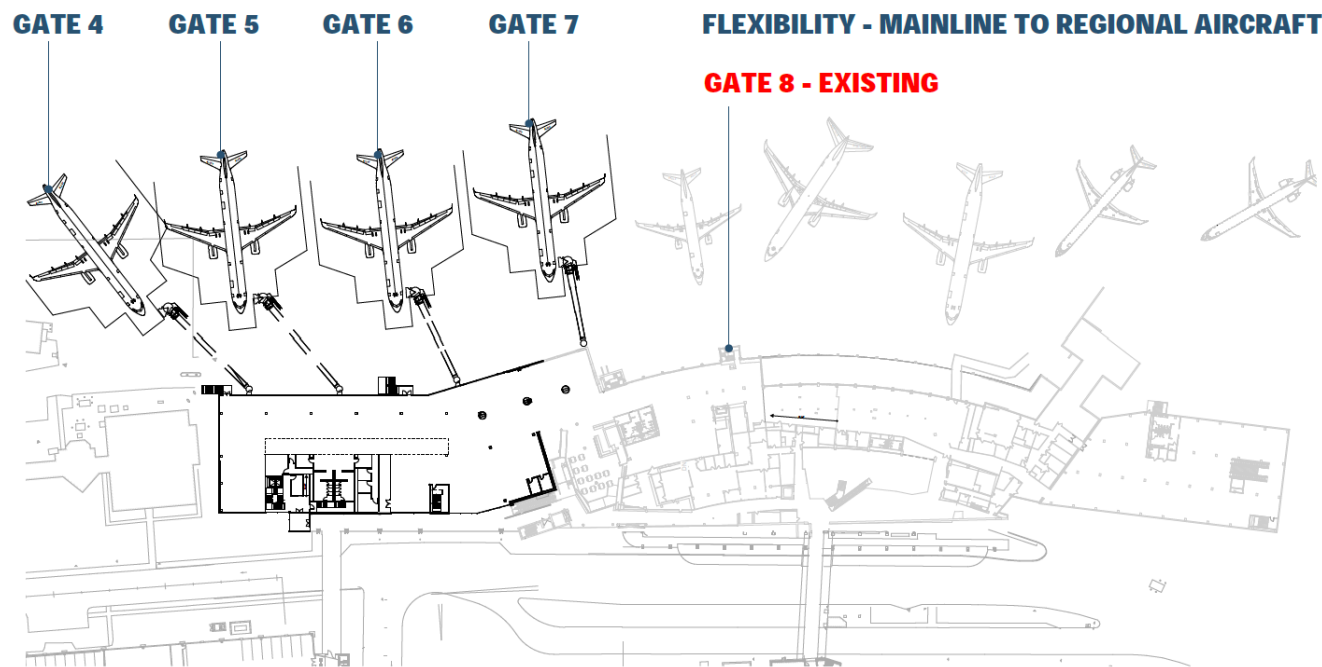
positive for moving this project forward.

9. **North Terminal Improvement Project (\$2.2M)**. The purpose of this project is for overall terminal efficiencies and a better passenger experience due to the completion of the TIP the north terminal will be upgraded to provide more capacity for passengers and concessions. This includes the removal of the existing north TSA station along with the removal of the existing escalators. This project is under design and funding is anticipated from the recent approval of the Infrastructure Law. Received Bids with the selected bidder being Engelberth Construction, Inc. Preparing and submitting Grant Application. This will become a FFY23 Project. We have received the Grant from the FAA. Construction is nearing completion, and should be complete by September 15th. There was a delay related to the glass for the new restaurant area. Construction is complete with final inspection with the FAA completed on 10/30/23. Project closeout in process.
10. **PROJECT NEXT: North Terminal Replacement Project and New PBB's (\$69M)**. The purpose of this project is for overall terminal efficiencies and a better passenger experience. Due to increased aircraft seating existing passenger hold areas are overcrowded during peak times as identified in the recent Master Plan Update. Recently the opportunity had risen from Senator Leahy's office through Congressional Directed Spending. We have submitted our request for full build out of this project Phase III Terminal Improvement Project, including: Demolition of the existing North Concourse; new Terminal Improvement (approximately 25,000 SF of new gross floor area on 2 levels); five (5) new aircraft gates; six (6) new passenger boarding bridges (PBB), new passenger circulation and hold rooms; future concessions space; and apron construction within demolished North Concourse footprint. Contract for 30% design has been issued to Jacobs Engineering Group. Geo-technical site work has been completed. Data collection and design currently on going. We submitted to the FAA for a Construction Manager at Risk (CMAR) RFQ/P construction development process. We received approval from the FAA on this procurement process. The RFQ/P for CMAR has been advertised with a pre-bid meeting and site visit by prospective contractors completed. CMAR Proposals received reviewed and scored. Also, held interviews with the top 3 contractors. This has been scored and we can let you know the selected contractor at the AC meeting. As reported the CMAR selected is Engelberth Construction Company. The contract with our design engineer, Jacobs Engineering Group, is completing the 80% design to move to pricing. We received City Council approval to accept the Grant on March 25 for this project, as brought for your approval during our last meeting. Our CMAR is in the process of receiving bids for the final price for this project. The FAA asked us to submit a draft grant application for administrative review prior to final construction pricing to help us expedite the grant issuance, with them once final pricing is in. The Draft Application was completed and submitted on March 27. The FAA grant application was submitted on May 23. Received BOF approval to accept the Grant on June 17, 2024, City Council to vote on June 25, 2024. We received the Grants for this project. The work has started and is ongoing the project. We submitted the NeXT Grant Application - 3 with Contractor Change Orders to support the new passenger boarding bridges and the second floor renovations, on April 28, 2025. This grant was recently received. The jet bridges have been ordered and the bases are being set. We are working on the final grant application for items that will wrap this project up. This includes but is not limited to the balance of the second floor renovation, additional apron and heating and cooling systems. We have received the final grant for this project. The new

north concourse is fully operational. Anticipated completion of entire project which includes the second floor renovation will be completed by late summer, early fall.

Conceptual Renderings – North and South Terminal (concourse) Improvements





11. **RW 15 – 33 Improvements – Mill and Overlay (15M).** The project is complete, with a few minor punch list items to be completed. Final inspection was completed with the FAA present. We are moving this project to close out.
12. **Airfield Pavement Plan Update (\$0.25M).** The purpose of this project is to update the outdated pavement condition report done in 2017. All surfaces will be evaluated so we can plan on future improvement for the safety of the aircraft users. Scoping has been completed with the FAA. We have completed the IFE. A Grant Application was submitted on April 3, 2023. Investigations have started, and the grant has been issued. Moving to finalize contract. The Contract has been issued to HTA with the investigations being completed. The report has been finalized. We will move to closure with this project.
13. **TW C/G Rehabilitation (\$4.6M).** The purpose of this project is to improve the pavement condition of the airport's taxiway C and intersection at taxiway G. Bids were received on April 24, 2025. We received 2 bids. Pike Industries was the lowest most responsive bidder. The FAA Grant Application was submitted on April 28, 2025. **Construction will began in the spring of this year. Construction is complete with exception to the final line painting. The pavement needs to cure for 30 days before this will be completed. Final inspection is slated for mid to late August.**
14. **Obstruction Removal (\$0.5M).** The purpose of this project is to remove potential obstructions with in the aircraft approach surfaces to runways 15 and 33. Environmental Assessment is almost complete with the scoping session with the FAA to be scheduled. FAA Grant Application is pushed back to May 1, 2026. This is due to a review of our existing easement and a determination if others may be

required Construction will begin as soon after grant is issued as possible taking into environmental conditions. We completed the scoping session with the FAA on the easement and obstruction removal support services. **The scope has been approved by the FAA and this is moving forward.**

15. **Runway 33 Threshold Bar Improvement Project (\$.25M)**. The purpose of this project is to remove the damaged navigational aid, replace the lights and rings, and place a quick dry durable concrete for a longer term fix. This project has been completed and the FAA flight check completed. Closeout will be completed with the RW 15-33 Project.
16. **VTANG Arrester Cable Drainage (Stormwater) Project (\$1.5M)**. This project involves repairing and modifying the existing Aircraft Arresting Systems (AAS), which are safety mechanisms designed to rapidly decelerate aircraft during landings or takeoffs by catching the aircraft with cables or barriers. The improvements will include upgrading the drainage system by adding infiltration galleries and connecting it to the existing stormwater system, ensuring continued compliance with state and federal stormwater regulations. Enhancements include upgrading the sump pump capabilities to establish redundant drainage functions in each barrier pit, updating the control system for flood-level monitoring, and relocating the Arresting Gear Markers. The AAS at Leahy BTV are the only functioning systems for this installation and are critical to operations. This project is being completed concurrently with the Runway 15 – 33 Rehabilitation Project. The project was bid. Engineers Construction, Inc. (ECI) was selected to complete this work. We have a signed contract from ECI and have received final documents from VTANG. The contract has been executed by the Airport. The project is complete, with a few minor punch list items to be completed. Final inspection was completed with VTANG present. We are moving this project to close out.

Patrick Leahy Burlington International Airport Board of Commissioners Residential Sound Insulation Program Update Report

August 5, 2026

ADDITIONAL INFORMATION IS UPLOADED TO WWW.BTVSOUND.COM

BACKGROUND:

Residential Sound Insulation Programs:

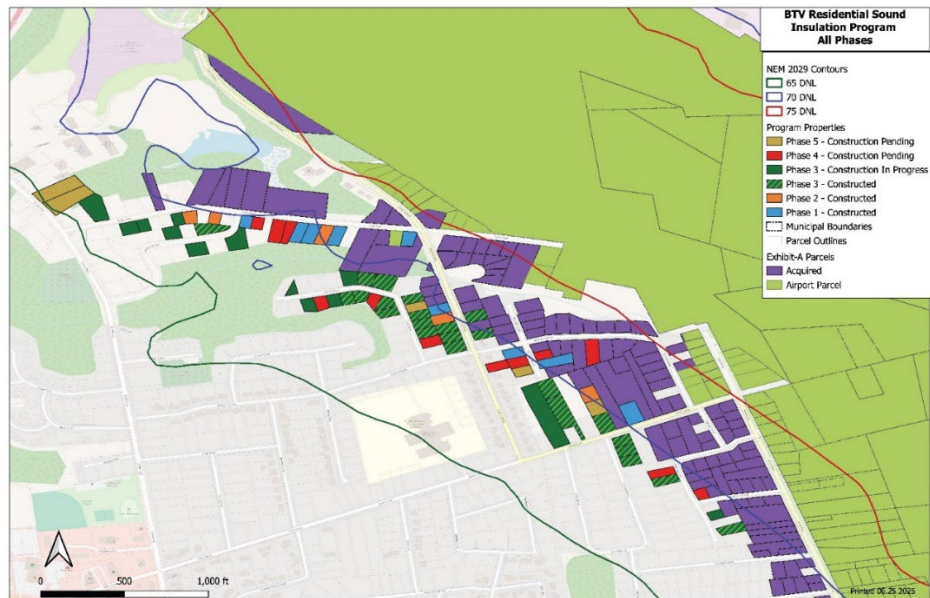
The purpose of the project is to convert a sample of incompatible residential units to a compatible land use by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior living areas. Upgrades may include replacement of windows and doors with acoustically rated products and installation or upgrade of ventilation systems. The sound insulation treatments are designed to reduce the interior noise levels to below 45 DNL and provide a minimum noise level reduction of 5dB.

PHASES OF THE RESIDENTIAL SOUND INSULATION PROGRAM (RSIP)

1. **Residential Sound Insulation Project - Phase 2 (\$2.20M)** The purpose of the project was to convert incompatible residential units to a compatible land use by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior living areas as defined in the Phase 1 project and the Noise Compatibility Program. The Airport continued implementation of its Residential Sound Insulation Program (RSIP). This grant included: community outreach, historic review, design and bidding of 52 homes, noise reduction of 6 homes which construction improvements were substantially completed and close out is ongoing with the contractor. Properties were located within the 70+ DNL FAA accepted 2023 noise contours. The installation of noise reduction materials for the 5 properties was completed. Materials were purchased for the 6th property however the homeowner left the

area. It will be completed with the next phase of homes. The close out is completed with the contractor. Moving to closure.

2. **Residential Sound Insulation Project - Phase 3 (\$6.2M).** The Airport is continued implementation of its Residential Sound Insulation Program (RSIP) as described in more detail above. This grant was issued and includes: the construction improvements of the 52 Homes designed and bid in Phase 2, in addition it provides for community outreach, historic review, design and bidding of the next approximately 50 homes for improvements. The schedule for installing the noise insulating improvements for the 52 homes started in 2024. The Construction Improvements has started on this phase of homes and will continue through September 2025. Punch list items were completed in January 2026. Moving to Closure.
3. **Residential Sound Insulation Project - Phase 4 (\$3.9M EST.).** The Airport is proposing to continue implementation of its Residential Sound Insulation Program (RSIP) as described in more detail above. We are currently reviewing the status of the programing and will be able to detail this in our next month's airport commission meeting. The initial grant for 16 of the 50 homes for construction improvements was submitted grant was received from the FAA. Also in the grant was the funding for the next 50 homes. As discussed we are completing the required new acoustical testing for the balance of the 50 homes so we can do a follow grant application on those homes. (See update above) The Buy American process moving forward but awaiting grant for the 16 homes. We received the grant for this phase however; the amount (\$) was slightly less than what the application was. Based on instructions from the FAA we will leave the scope intact for this project and just amend the grant during closure. The Contact with Strong Tower to start construction improvements has been signed. The Construction Improvements were substantially complete in December 2025. Moving to Closure.
4. **Residential Sound Insulation Project - Phase 5 (\$2.4M EST.).** The Airport is proposing to continue implementation of its Residential Sound Insulation Program (RSIP) as described in the first paragraph in this report. It includes the construction improvements of 6 units that remain in the above 70 DNL contour. Also, due to the change in the FAA acoustical requirement additional funding is being requested for homes in outreach from Phase 4. We submitted a grant application to the FAA on April 28, 2025 for this phase. The grant was just recently issued. Contract documents and submittals are in progress. The Pre-Construction meeting held with the FAA. **Construction is substantially complete with a few punch list items to complete.**



5. **Noise Exposure Map Updates (NEM) (est. \$.85M).** The purpose of the Federal Aviation Administration (FAA) grant is to prepare a 14 C.F.R Part 150 Noise Exposure Map (NEM) update for Patrick Leahy Burlington International Airport (Leahy BTV). The NEM Update replaced the maps which were accepted by the FAA in 2019. Under the Federal requirements, the previous NEM Update indicated an update would be completed once the F-35A aircraft have been operational for one year. **The closure document has been submitted to the FAA.**

6. **Residential Sound Insulation Project “Construction” – OLDCC (DOD) (\$8.1M EST.)**. We received this grant funding. Communication is ongoing with the OLDCC office. Design has been completed for the first round of bids that include homeowner participation agreements in place, for the first 39 units. We received bids for these on April 14, 2026. Strong Tower Construction was the lowest responsive bid. With the remaining funding we are planning the second round of bidding later this year. **This should include approximately 19 more units. Everything is set to move forward the home improvements in bid 1(39 units), just waiting on notice to proceed from OLDCC.**
7. **Residential Sound Insulation Project - Phase 6 (\$2.5M)**. The Airport is proposing to continue implementation of its Residential Sound Insulation Program (RSIP) as described in the first paragraph in this report. This phase will include the outreach, design and preparation for a full construction grant application in the next round. We completed scoping with the FAA on March 19, 2026 on this project. We are moving forward with the scope and independent fee estimates with our consultants. The grant application was submitted on April; 15, 2026 for this project. At the time of this submittal we are still waiting on receipt of the grant.



PATRICK LEAHY
BURLINGTON
INTERNATIONAL AIRPORT

Patrick Leahy Burlington
International Airport

August 5, 2026

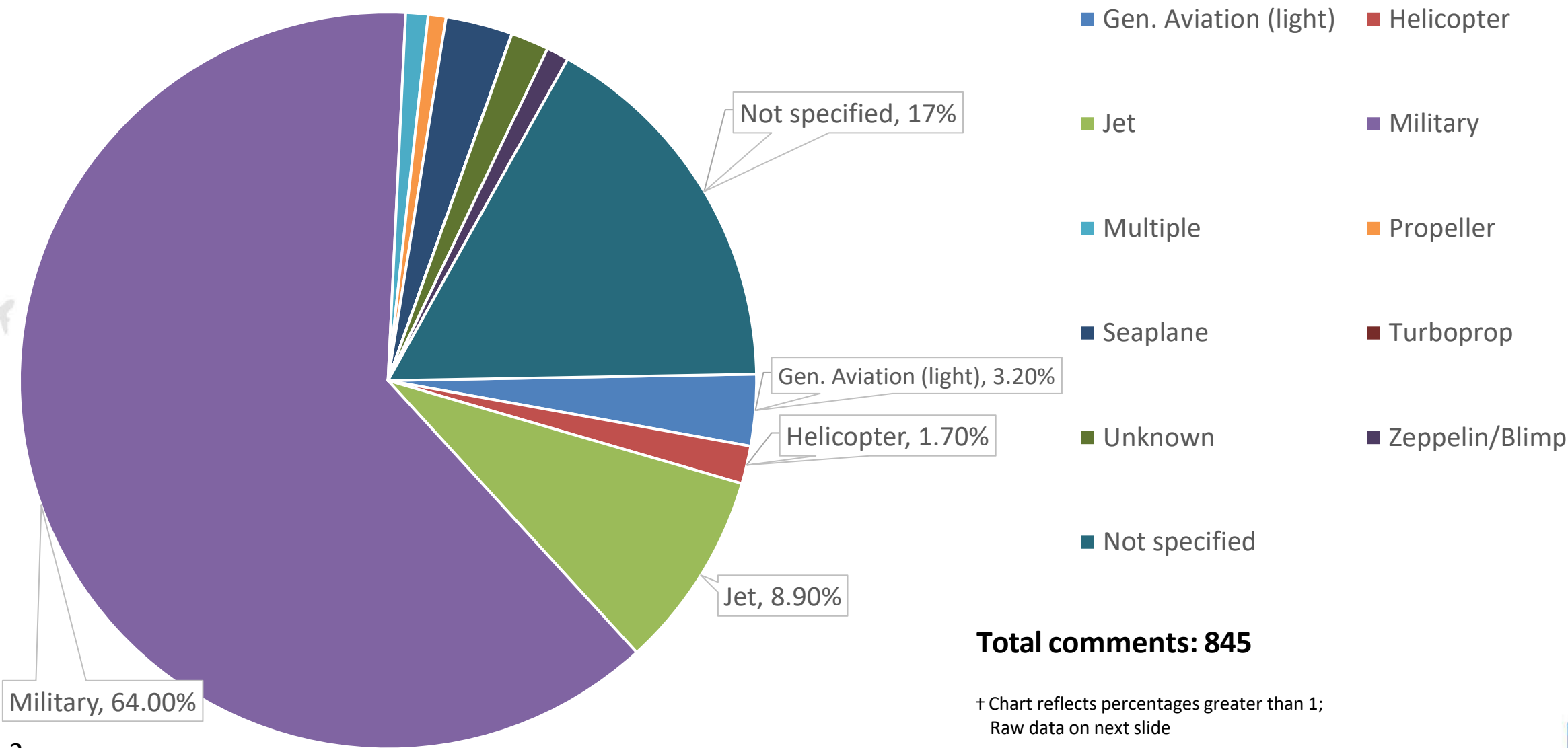
Airport Commission

Noise Comments

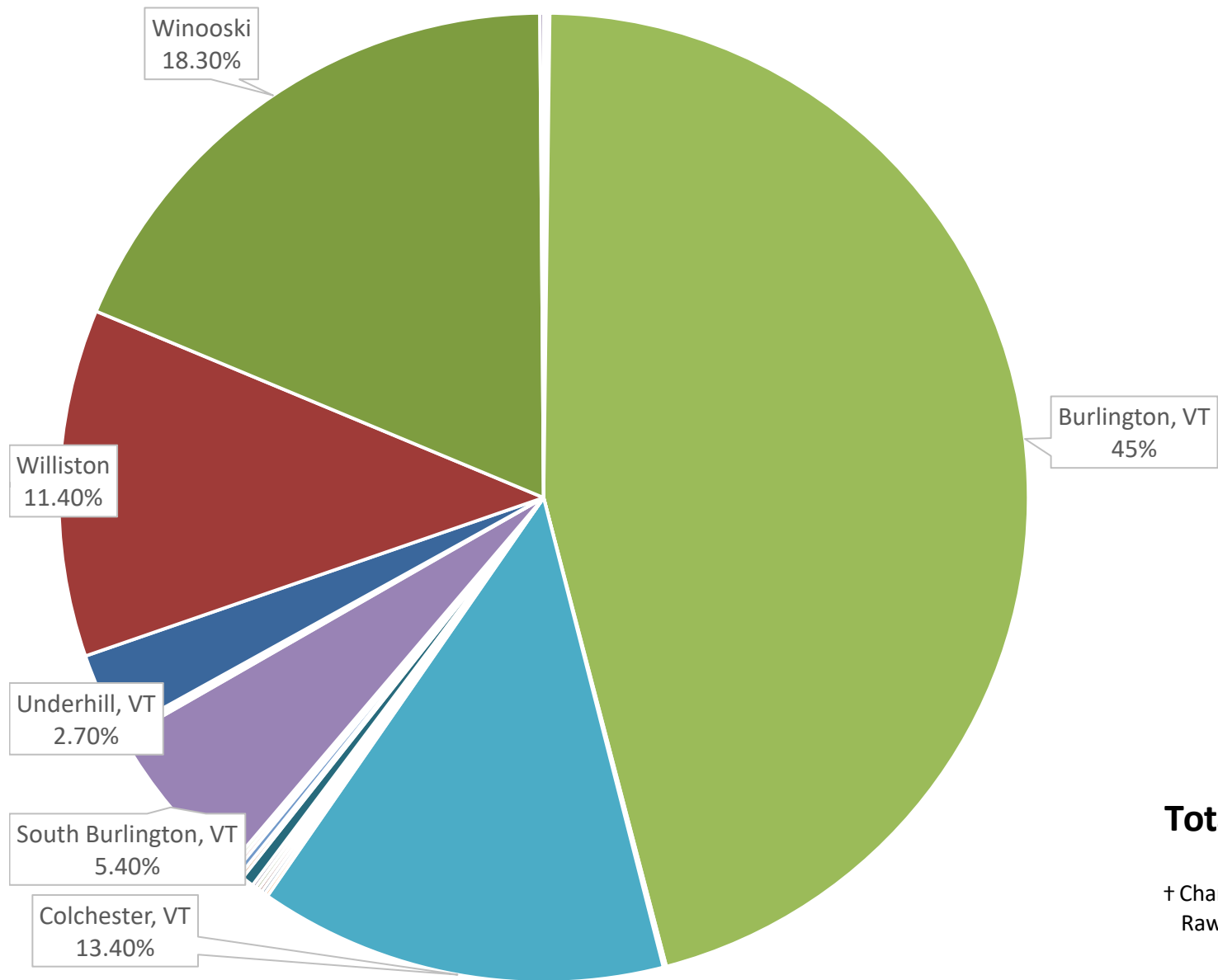
6/1/21-7/31/26



Comments by Aircraft
(6/1/21-7/31/26)



Comments by Town
(6/1/21-7/31/26)



- Baltimore, MD
- Burlington, VT
- Colchester, VT
- Essex Junction, VT
- Greensboro, VT
- Huntington, VT
- Richmond, VT
- Saranac Lake, NY
- South Portland, ME
- Underhill, VT
- Winooski
- Bowmanville, ON
- Charlotte, VT
- Essex, VT
- Grand Isle, VT
- Hampton, NH
- North Rose, NY
- Salem, MA
- South Burlington, VT
- Strafford, VT
- Williston
- Not specified

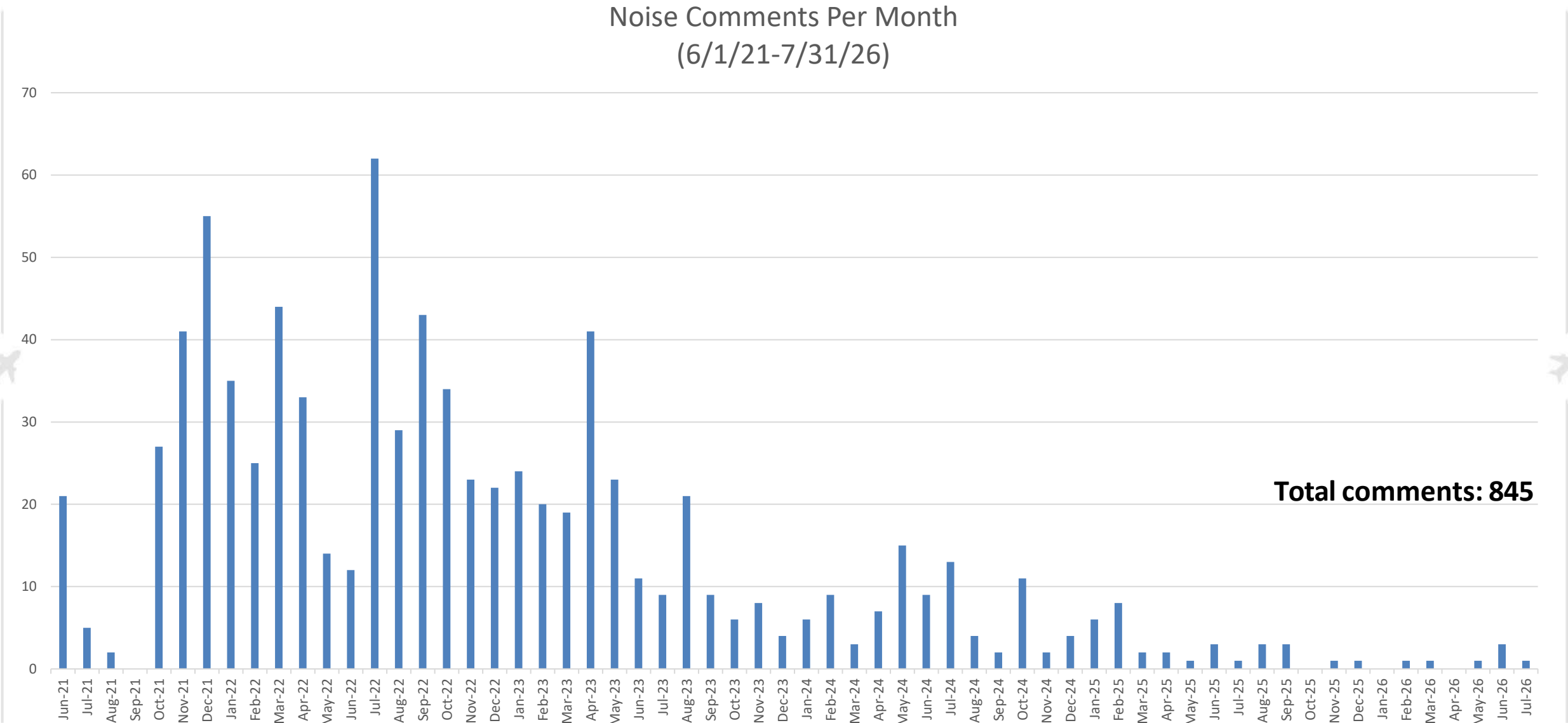
Total comments: 845

+ Chart reflects percentages greater than 1;
Raw data on next slide

Comments by Aircraft (6/1/21-7/31/26)			
Gen. Aviation (light)	27	Seaplane	1
Helicopter	14	Turboprop	2
Jet	75	Unknown	25
Military	544	Zeppelin/Blimp	1
Multiple	9	Not specified	140
Propeller	7	Total Comments:	845

Comments by Town (6/1/21-7/31/26)			
Baltimore, MD	1	North Rose, NY	1
Bowmanville, ON	1	Richmond, VT	2
Burlington, VT	388	Salem, MA	1
Charlotte, VT	1	Saranac Lake, NY	1
Colchester, VT	118	South Burlington, VT	46
Essex, VT	1	South Portland, ME	1
Essex Junction, VT	1	Strafford, VT	1
Grand Isle, VT	1	Underhill, VT	23
Greensboro, VT	1	Williston	96
Hampton, NH	1	Winooski	155
Huntington, VT	3	Not specified	1
		Total Comments:	845

Noise Comments Per Month
(6/1/21-7/31/26)



Total comments: 845

Statistics

- 95 commenters in the data set
- 71% of comments came from 5 individuals
- 66% of commenters (63 individuals) only commented once
- The top five commenters provided 593 of the total comments
- Four additional comments from the community since the last report; three were from the same individual
- Nine of the 845 comments are tests from BTV



PATRICK LEAHY
BURLINGTON
INTERNATIONAL AIRPORT

**Patrick Leahy Burlington
International Airport**

August 5, 2026

**Airport Commission
Director's Report**





New Service on Breeze Airways to Baltimore (BWI) and Vero Beach (VRB)



CONTACT
Alexandra Cohen
Marketing Assistant
arcohen@btv.aero
802-734-5989

FOR IMMEDIATE RELEASE

June 24, 2026
10:00 AM

Breeze Airways and Leahy BTV Announce New Service to Baltimore (BWI) with BreezeThru Service to Vero Beach (VRB)

SOUTH BURLINGTON, VT — Breeze Airways and Patrick Leahy Burlington International Airport (Leahy BTV) are excited to announce new nonstop service between Leahy BTV and Baltimore/Washington International Thurgood Marshall Airport (BWI), launching October 4, 2026. The new route will operate three times weekly on Tuesdays, Thursdays, and Sundays and will continue onward as BreezeThru service to Vero Beach Regional Airport (VRB), providing travelers with convenient access to both the Baltimore-Washington region and Florida's Treasure Coast.

"The addition of Baltimore and Vero Beach marks another exciting milestone for Leahy BTV as we continue expanding connectivity for our passengers," said Nic Longo, Director of Aviation at Patrick Leahy Burlington International Airport. "Baltimore returns to our route map for the first time in decades, while Vero Beach becomes an entirely new destination for our community. Together, these additions further strengthen the most extensive network of nonstop service in our airport's history and provide travelers with even more convenient options for both business and leisure travel."

This latest addition builds on Breeze Airways' successful launch at Leahy BTV in January 2024. The airline currently offers nonstop service to Charleston (CHS), Orlando (MCO), Raleigh-Durham (RDU), Fort Myers (RSW), and Tampa (TPA), with Baltimore (BWI) and BreezeThru service to Vero Beach (VRB) now joining the lineup. The new route marks the return of scheduled service between Leahy BTV and Baltimore for the first time in decades, while also introducing the airport's first-ever service to Vero Beach.

"Breeze Airways' continued growth at Leahy BTV reflects the strong demand for affordable, convenient air service in our region," Jeff Bartley, Director of Innovation & Marketing at Patrick Leahy Burlington International Airport. "The addition of Baltimore and Vero Beach expands travel opportunities for Vermonters, creates new opportunities for tourism and business travel, and further strengthens our position as Vermont's gateway to the world."

With seamless booking, no change or cancellation fees, reusable flight credit, free family seating, and a user-friendly mobile app, Breeze makes it easy to buy and easy to fly. Learn more about Breeze's flight offerings through the Breeze app or at flybreeze.com.



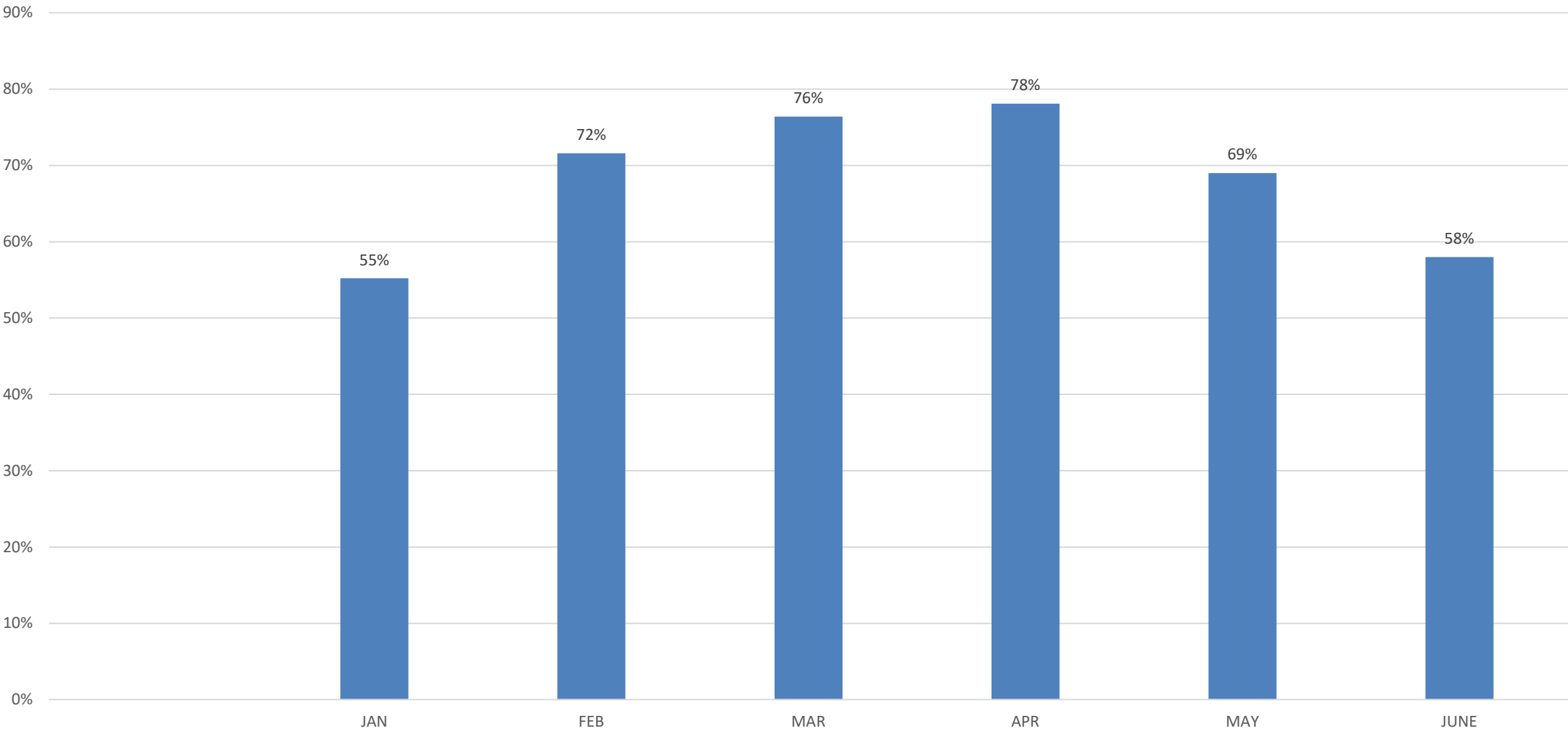




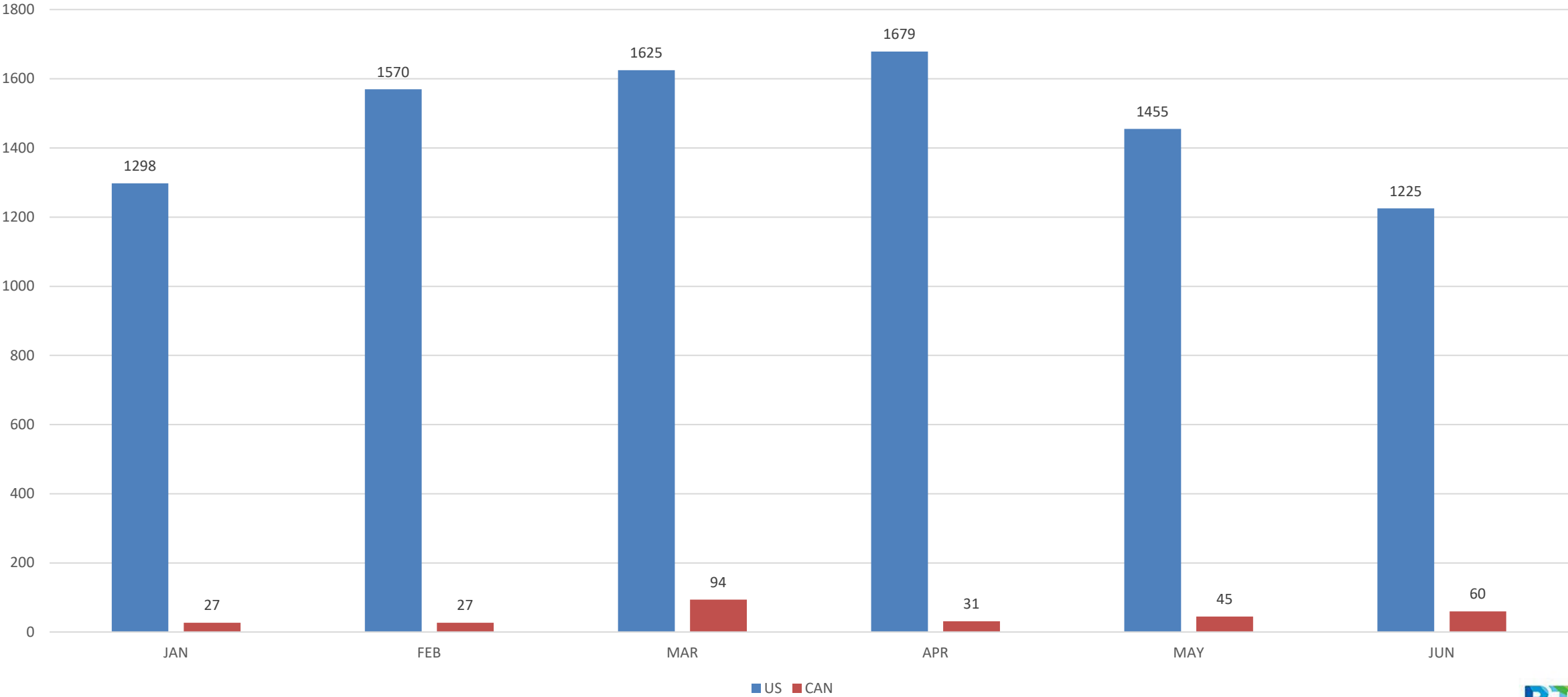


Outdoor Patio is OPEN
Monday through Friday 7am – 5pm

Average Percentage of Occupied Parking Spaces in the Garage Per Day in 2026



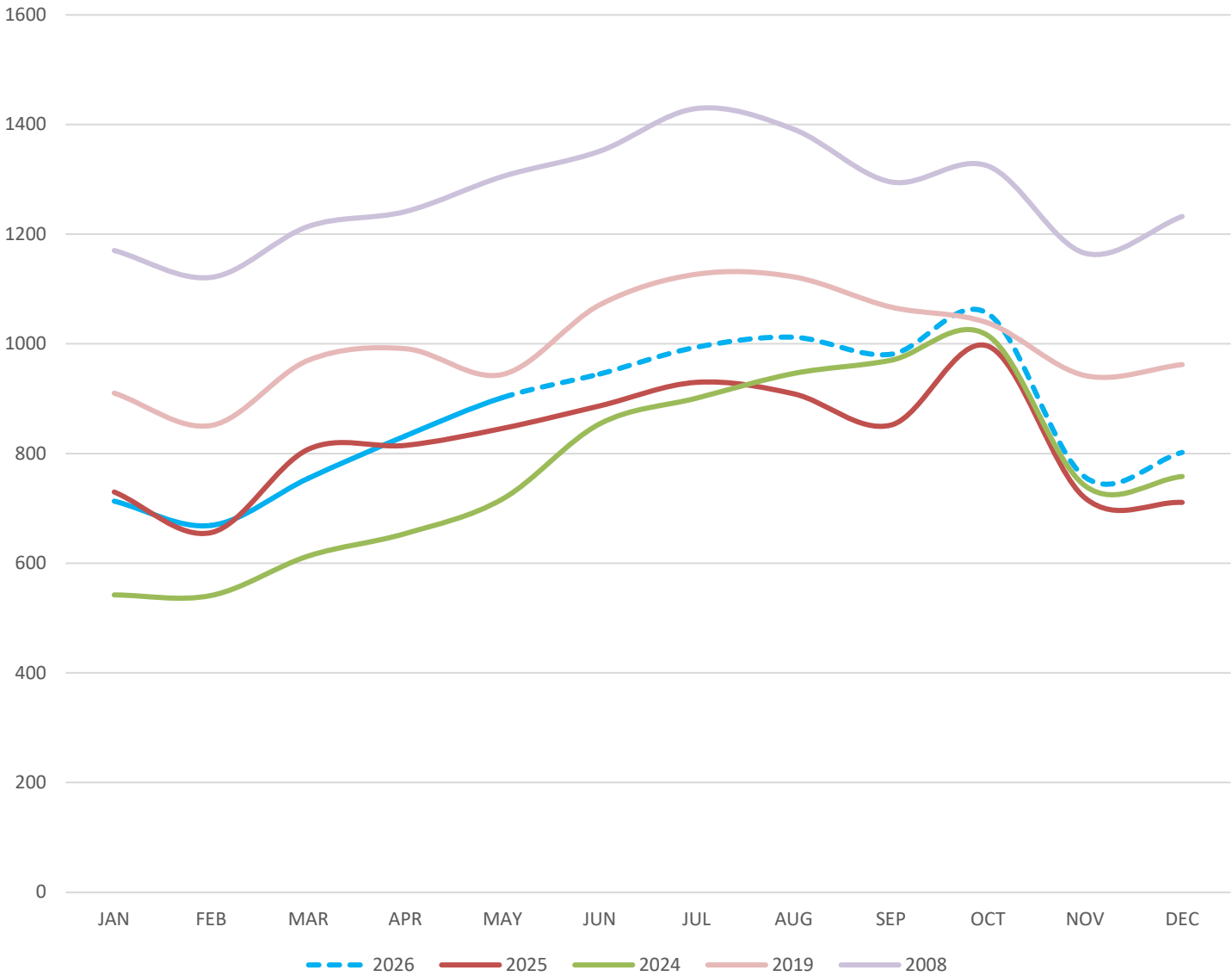
Average Daily Total License Plates by Country in 2026



- Current Items
 - Snow Removal Equipment (SRE) Building
 - Children's Area and Lactation Room Grant
- Upcoming Items
 - Full Scale Exercise in September 2026
- Conferences:
 - United Airlines Conference August 2026
 - Airport Councils International – North America Annual Conference September 2026
 - 5K Run on the Airfield October 3, 2026

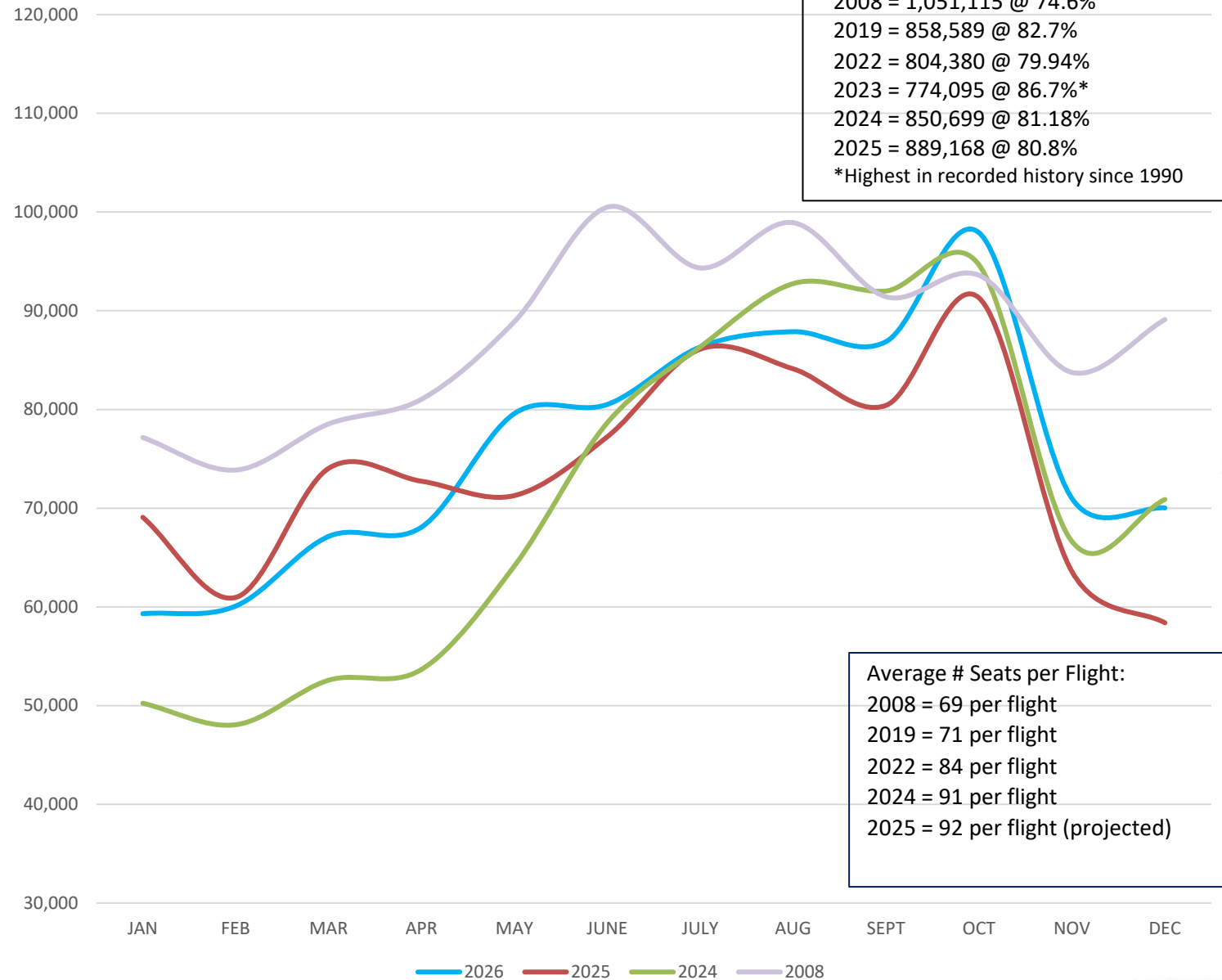
Scheduled Departures; Projections

	2026	2025	2024	2019	2008
JAN	713	730	542	910	1,170
FEB	669	656	541	851	1,121
MAR	755	808	613	970	1,214
APR	832	815	654	991	1,241
MAY	902	846	717	944	1,305
JUN	945	887	854	1,071	1,351
JUL	994	930	901	1,127	1,429
AUG	1,012	909	946	1,122	1,391
SEP	981	852	970	1,067	1,295
OCT	1,055	996	1,015	1,038	1,324
NOV	757	719	741	942	1,165
DEC	802	711	758	962	1,232
TOTAL	10,417	9,859	9,341	11,995	15,238



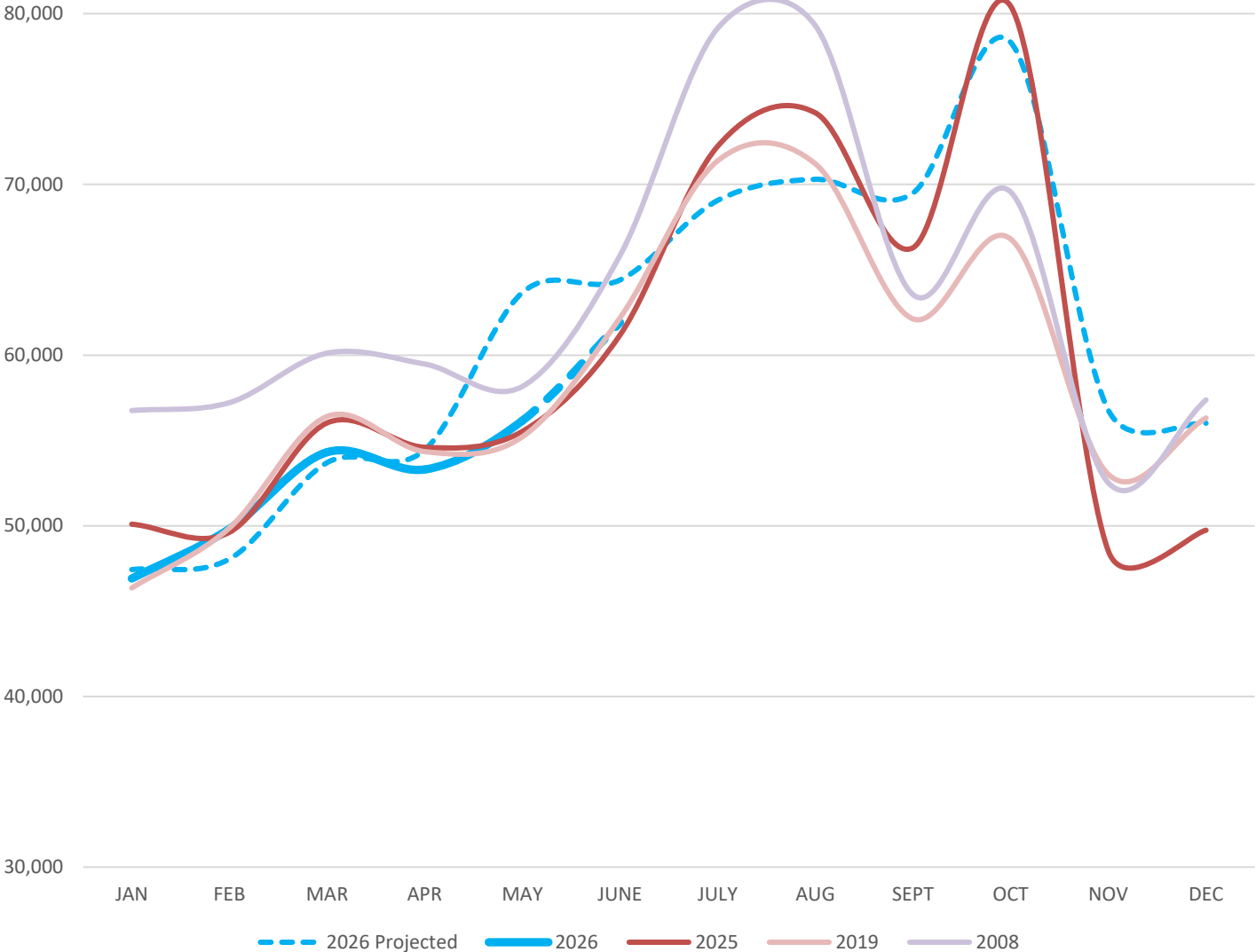
2026 Scheduled Seats; Past & Projections

	2026	2025	2024	2019	2008
JAN	59,302	69,073	50,245	63,905	77,163
FEB	60,078	60,958	48,066	60,240	73,873
MAR	67,135	74,030	52,577	68,428	78,540
APR	68,073	72,724	53,671	66,566	81,040
MAY	79,588	71,276	64,163	67,379	88,905
JUNE	80,508	77,239	78,672	78,828	100,488
JULY	86,336	86,108	86,352	84,658	94,329
AUG	87,878	84,106	92,765	83,786	98,916
SEPT	86,879	80,415	92,016	76,194	91,407
OCT	97,905	91,292	94,651	75,193	93,590
NOV	70,975	63,563	66,633	66,096	83,757
DEC	70,020	58,384	70,888	67,316	89,107
TOTALS	914,677	889,168	850,699	858,589	1,051,115



2026 Passenger Statistics

	2026	2025	2024	2019	2008
JAN	46,909	50,093	42,691	46,356	56,751
FEB	49,816	49,619	44,133	49,867	57,216
MAR	53,311	56,029	45,049	56,400	60,116
APR	53,304	54,601	46,158	54,340	59,478
MAY	56,153	55,533	50,972	55,209	58,166
JUNE	61,907	61,182	61,136	62,180	65,845
JULY	<u>69,069</u>	72,243	68,026	71,381	79,154
AUG	<u>70,229</u>	74,199	72,448	71,200	79,304
SEPT	<u>68,416</u>	66,294	67,296	62,116	63,544
OCT	<u>80,152</u>	80,446	76,054	66,795	69,556
NOV	<u>60,963</u>	48,517	51,977	53,007	52,516
DEC	<u>60,657</u>	49,739	57,012	56,314	57,375
TOTALS	<u>730,8862</u>	718,495	681,925	705,165	759,021



*Numbers reflected Passengers departing from BTV

**Underlined numbers are future estimates