



**Burlington International Airport  
South Burlington, Vermont**

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**REQUEST FOR PROPOSAL  
("RFP")**

**For**

**REPAIR, LEASE AND OPERATION OF HANGAR FACILITY**

**Mandatory Pre-Proposal Meeting and Site Visit: Monday, August 15,  
2016 1:00pm**

**Proposals Due: September 7, 2016 1:00pm**

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**REQUEST FOR PROPOSAL NOTICE**  
**BURLINGTON INTERNATIONAL AIRPORT, REQUEST FOR PROPOSALS REGARDING**  
**REPAIR, LEASE, AND OPERATION OF HANGAR FACILITY**

The City of Burlington, acting by and through its Board of Airport Commissioners (hereinafter referred to as the “City”) requests proposals from all interested and qualified Respondents desiring to repair, lease and operate an aviation hangar at Burlington International Airport (hereinafter referred to as “The Airport” or “Airport”). Proposals with regard to the so-called “South Hangar” at 240 Valley Road, South Burlington, Vermont, will be due by **1:00 PM, on Wednesday, September 7, 2016** in accordance with proposal procedures and requirements outlined in an RFP document that will be available via website, email (btv@btv.aero) or at the office of the Director of Aviation, 2nd floor Airport Terminal Building on **Friday, July 29, 2016**. This information can be made available in alternative formats for persons with disabilities.

It is the Respondent's responsibility to review the Airport's web site, [www.btv.aero](http://www.btv.aero), and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the internet, must notify Burlington International Airport in accordance with Section VIII, Restrictions on Communication, that Respondent wishes to receive copies of changes, amendments or written responses to questions by mail. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP and any related documents — if any — shall be made in writing only.

A mandatory Pre-Proposal Meeting and Site Visit (PPMSV) will be held at the Airport on **Monday, August 15, 2016 at 1:00 p.m. commencing** in Conference Room #1, 2nd floor, Airport Terminal Building, Burlington International Airport, 1200 Airport Drive, South Burlington, Vermont, a site visit will commence immediately thereafter.

Persons with disabilities who require assistance or special arrangements to participate in the PPMSV or Proposal opening are encouraged to contact the Airport at (802) 863-2874 at least 72 hours in advance, so that proper arrangements can be made.

Please note that the Board of Airport Commissioners strongly encourages Disadvantaged Business Enterprise (DBE) firms to participate to the maximum extent possible in all contracts with the Airport. Also, the successful Respondent will be required to comply with the Equal Employment and Livable Wage requirements of the City of Burlington, if applicable. Construction contractors and/or subcontractors will need to be pre-qualified pursuant to the City of Burlington policy. In addition, the successful Respondent must comply with all applicable local, state, and federal rules and regulations, including but not limited to the BTV Minimum Standards, as set forth on the Airport's website, as well as the Federal Aviation Administration's (FAA) Policy on the Non-Aeronautical Use of Airport Hangars.

It is the intent of the City to fully evaluate all proposals received and to select the proposal it considers most satisfactory for the provision of services and support of public airport purposes at the Airport. The City **in its sole discretion** reserves the right to reject any and all proposals, to waive any technical or legal deficiency or to accept any proposal deemed to be in the best interest of the City. Ideally, the successful proposal will be one with a significant emphasis on aviation related uses.

Jeff Munger, Chair, Board of Airport Commissioners

# BURLINGTON INTERNATIONAL AIRPORT REQUEST FOR PROPOSAL

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## **I. PROJECT OBJECTIVE AND OVERVIEW**

### **1. Objective**

The Burlington International Airport (“BTV” or “the Airport”) is issuing this Request for Proposal (“RFP”) for qualified parties (“Respondent”) interested in repairing, leasing and occupying for a fixed term the property known as 240 Valley Road, South Burlington, VT (“South Hangar”). The enclosed documents provide instructions, background information, and the required proposal forms from which Respondents are to develop their formal proposal to the Airport. There is no expressed or implied obligation in these documents for BTV to reimburse responding organizations for any expenses incurred in preparing proposals in response to this RFP.

### **2. Background**

The Burlington Airport Department, which operates BTV, is a municipal department of the City of Burlington, Vermont. BTV serves approximately 1.2 million users annually including passengers, employees and visitors. BTV has visitors from virtually every state and many countries, including a strong French Canadian passenger base of approximately 10% - 20% of passengers.

The Federal Aviation Administration (“FAA”) classifies BTV as a small hub airport. The Airport serves as the primary aeronautical gateway to the State of Vermont and is located approximately 3 miles from downtown Burlington. In Calendar Year 2015, BTV recorded 25,178 commercial landings, 20,040 general aviation landings and 3,838 military landings. BTV is a United States Port of Entry, with a U.S. Customs and Border Protection facility on the airfield.

#### **A. General Description of Property**

The subject property is located on the southern side of the airfield at the Burlington International Airport in Vermont and presently consists of approximately 2 Acres. Located on the property is an approximately 33,400 square foot hangar facility. Title to the improvements made on the site shall be conveyed through the lease document to the successful Respondent for the term of the lease. There is presently a tenant occupying the space within/upon the property/premises, as well as several subtenants. A list of subtenants may be made available for review upon request. An outline of the South Hangar operating costs for 2015 is attached as Exhibit C. The successful Respondent will work together with BTV and the tenant to ensure a smooth transition, and will work together with BTV and the subtenants to ensure that any remaining subtenants (to the satisfaction of BTV) continue at the property/premises. All final terms (including but not limited to site dimensions and uses) will be subject to negotiation of an Agreement between the Airport and the successful Respondent(s).

## **B. Minimum Qualifications**

Only the proposals received on time and in the proper format as dictated by this RFP will be accepted. Respondents who provide sufficient evidence (in BTV's discretion) that they are fully competent, have the necessary experience, organization and financial capacity to fulfill BTV's public airport purposes and needs, and who can provide evidence of all necessary certificates and licenses, will be considered.

1. SCOPE OF PROPOSAL SUBMISSION: In the event that a Respondent submits more than one proposal for one (1) opportunity utilizing a different name(s) or is found to have an ownership interest in more than one Respondent, said proposals will be deemed non-responsive and eliminated from further award consideration. Exceptions shall include: (i) responses from entities with a minority interest in more than one Respondent or (ii) an entity or individual that subleases with more than one Respondent.
  - a. Restriction is not intended to preclude responses from a joint venture, license or sublease.
  - b. Respondent, including a majority interest of joint venture partner(s) as appropriate, must provide evidence with proposal submittal that they possess the necessary experience and capabilities to fulfill the scope of the subject repairs, lease and operations.

## **II. PROPOSED LEASE AGREEMENT**

The initial term of the agreement will be for a period of at least five (5) years. Depending on the Respondent's initial investment, a longer initial term may be negotiated. Likewise, the agreement may be extended for an additional term(s) at the mutual discretion of both parties. All rents and charges will commence upon the effective date of the agreement. A sample Lease Agreement is appended hereto as RFP Exhibit A. The final, executed Lease Agreement shall control as to all terms.

## **III. PRE-PROPOSAL MEETING AND SITE VISIT (PPMSV)**

A **Mandatory** Pre-Proposal Meeting and Site Visit (PPMSV) will be held, commencing at the Burlington International Airport, Conference Room #1, 1200 Airport Drive, South Burlington, Vermont, 05403 at 1:00 p.m., on Monday, August 15, 2016. Attendees must bring a valid government issued form of photo identification in order to participate in the site visit. **ATTENDANCE AT THE PPMSV IS MANDATORY, unless an exemption is provided by Airport staff in writing prior to the event.**

Respondents must prepare and submit their questions in advance of the PPMSV, in writing, no later than 4:00 p.m., on Thursday, August 11, 2016 in order to expedite the proceedings. Burlington International Airport's responses to questions received by that date may be distributed at the PPMSV and may be posted on the Burlington International Airport's website at <http://www.btv.aero/airport-guide/business-and-rfps>

Any oral responses provided by Burlington International Airport administration and/or staff at the PPMSV or any time prior to the City's execution of the final agreements shall be preliminary only. A written summary of the PPMSV shall contain the Airport's responses, if any. Only written responses shall be considered those of the Airport, and all other forms of communication with any officer, employee or agent of the Burlington International Airport shall not be binding on the Burlington International Airport.

#### **IV. PROPOSAL REQUIREMENTS**

Proposals must be submitted pursuant to the instructions in this RFP. In evaluating the proposals, BTV will consider separately each of the areas identified in this RFP. While revenue to BTV (in pursuit of public airport purposes) is important, it is only one of the elements of the evaluation process. Proposals will be evaluated and weighed based on all the evaluation criteria, in the sole discretion of the Director of Aviation, with the ultimate decision to enter into agreement from the City of Burlington, City Council. The information contained in this RFP is primarily for background information. Use of the information contained in this section does not relieve the Respondent from the responsibility of reviewing thoroughly all of the terms, conditions, restrictions, provisions, and information contained throughout this RFP. This RFP shall constitute a single document, and no part thereof may be relied upon separate and apart from the other sections of this RFP.

Respondent's Proposal shall include the following items in the following sequence:

- A. COVER/INTRODUCTORY LETTER:** Summarize the responding entity's background and staff qualifications, and expertise.
- B. RESPONDENT QUESTIONNAIRE:** Complete and submit Attachment A, Respondent Questionnaire.
- C. LITIGATION DISCLOSURE:** Provide a statement that your entity is not involved in any litigation with the City of Burlington or the Burlington International Airport, its elected or appointed officials or employees. If your entity is or has been involved in litigation with another airport or other governmental entity where you have done business, this must also be disclosed.
- D. AFFIDAVIT OF GOOD STANDING:** Provide an Affidavit of Good Standing, indicating that you have not been debarred from work, in default or arrearage under any previous or existing contract(s) with the Burlington International Airport, City of Burlington, any Federal Agency, and/or the State of Vermont.
- E. COMPENSATION SCHEDULE:** Complete and submit RFP Attachment B – Compensation Schedule Form.
- F. FINANCIAL INFORMATION:** Respondent must submit with proposal, the following financial statement:

- If Respondent is organized as a corporation, partnership, LLP, LLC or joint venture, submit complete financial statements, including a Balance Sheet, Income Statement and Statement of Cash Flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date, and the most recent three complete fiscal years. Footnote disclosures must accompany the submitted year-to-date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be submitted; otherwise, a notarized statement certifying the accuracy of the financial information and signed by an officer of the proposing entity must accompany the financial information.
- If the proposing entity is a wholly-owned subsidiary of another entity, then the above-referenced financial information of the parent entity must also be submitted.
- If Respondent intends to organize as a partnership, LLP, LLC, or joint venture, then the above-referenced financial information of each partner, LLC/LLP member or joint-venturer must be submitted. Individuals required to provide financial information must submit the three most recent personal tax returns and a current statement of net worth.
- If Respondent intends to operate as a sole proprietorship, then the three most recent personal tax returns and a current statement of net worth must be submitted. Respondents may be required to swear or affirm to the accuracy of such information.

The Respondent must submit the above-referenced financial information for proposed subtenants, if any. The Burlington International Airport reserves the right to obtain, at no cost to the Respondent, a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subtenants, if any, to facilitate its financial evaluation of the Proposal.

- G. PROOF OF INSURABILITY:** Submit a letter stating insurance provider's commitment to insure the Respondent for the types of coverage and at the levels specified in this RFP if awarded a contract in response to this RFP. The letter must be submitted by an insurance provider licensed to provide coverage in Vermont. Respondent shall also submit a copy of their current insurance certificate.
- H. REPAIR/REPLACEMENT SCHEDULE:** Respondent shall address his/her/its plans for repair/replacement of the subject premises in Attachment F, Repair/Replacement Schedule. If a Respondent maintains that any aspect/portion/recommendation of the Assessment is "inapplicable" given the Respondent's intended eventual use of the premises, he/she/it shall explain why, in detail. Respondents are solely responsible, at their own expense, for determining (by means of inspection, the hiring/retaining of their own engineer, architect or other professional) whether the premises will be suitable and serviceable for their intended use/needs. Construction contractors and/or subcontractors will need to be pre-qualified pursuant to City of Burlington policy. For reference, the 2016 Annual Sprinkler System Report is attached as Exhibit B.

- I. **SIGNATURE PAGE:** Respondent must complete, sign and submit the Signature Page found in RFP Attachment C. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of the company or partner of the firm shall be accompanied by evidence of authority. The Airport reserves the right to require that any and all final agreements are guaranteed by an actual individual person or persons.
- J. **ACKNOWLEDGEMENT OF ADDENDA:** Respondent's acknowledgement of receipt of all RFP addenda. Attachment D.
- K. **PROPOSAL CHECKLIST:** Complete and submit the Proposal Checklist found in RFP Attachment E.

Respondent is expected to examine this RFP carefully, understand the terms and conditions for providing the services listed herein and respond completely, and if any terms or conditions are not understood, to request clarification from the Burlington International Airport pursuant to Section VIII, Restrictions on Communication, below. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

## **V. AMENDMENTS TO RFP**

All amendments to the RFP will be available on the Airport's website: <http://www.btv.aero/airport-guide/business-and-rfps> It is the responsibility of the Respondent to determine whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet must notify Burlington International Airport in accordance with Section VIII, Restrictions on Communication that Respondent wishes to receive copies of changes, amendments, or written responses to questions by mail. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and valid changes to the RFP — if any — shall be made in writing only.

## **VI. SUBMISSION OF PROPOSALS**

- A. Respondent shall submit one (1) original hard copy Proposal signed in ink, two (2) hard copies of same, and (1) compact disk (CD) or USB in Adobe PDF format of the Proposal, in a sealed package clearly marked on the front with the following: **"Burlington International Airport Repair, Lease and Operation of South Hangar Facility."**
- B. All Proposals must be received in the Office of the Director of Aviation no later than 1:00 p.m. Eastern Daylight Savings Time on **Wednesday, September 7, 2016** at the address below. Proposals submitted prior to the above time and date may be modified provided such modifications are sealed and received by the Director of Aviation's Office prior to the time and date set for submission of proposals. Any Proposal or

modification received after this time shall **not** be considered, and will be returned, unopened to the Respondent. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:

Director of Aviation  
Burlington International Airport  
1200 Airport Drive, Suite #1  
South Burlington, VT 05403

**PROPOSALS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**

- C. Proposal Format: Each proposal shall be type written, single spaced and submitted on 8 1/2" x 11" white paper inside a three ring binder. The use of recycled materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aids, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and printed two-sided. Margins shall be no less than 1" around the perimeter of each page. A proposal may not exceed seventy five (75) pages in length, excluding financial information. Electronic files, websites, or URLs shall not be included as part of the proposal, other than the CD specified above. Each proposal must include the information, submissions and attachments in the sequence listed in the RFP Section IV, Proposal Requirements, and each submission and attachment must be indexed and divided by tabs and indexed in a Table of Contents page as indicated in RFP Attachment E Proposal Checklist. Failure to meet the above conditions may result in disqualification of the proposal.
- D. Respondents who submit proposals to this RFP shall correctly reveal, disclose, and state the true and correct name of the individual, proprietorship, corporation, and/or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number in their proposal's Respondent Questionnaire.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the signature page of its proposal, the Director of Aviation shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

- E. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one hundred-twenty (120) days following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the final Agreement.

- F. All proposals become the property of the Burlington International Airport upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted on the page(s) where confidential information is contained; however, the Burlington International Airport cannot guarantee that it will not be compelled to disclose all or part of any public record, since information deemed to be confidential by Respondent may not be considered confidential under the Vermont Access to Public Records law or other laws, or pursuant to a court order.
- G. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the PPMSV, if any, or during any phase of the selection process, shall be borne solely by Respondent.

### **VII. PROPOSAL GUARANTEE/SURETY**

The successful Respondent may be required to provide performance guarantees for the final Agreement, by means of personal guaranty, cash deposit, bond, letter of credit, or other surety.

### **VIII. RESTRICTIONS ON COMMUNICATION**

Respondents are prohibited from communicating with elected and appointed City of Burlington officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the final Agreement is posted as a Burlington City Council Agenda item. Respondents are prohibited from communicating with Burlington International Airport Commission members and Airport employees from the time the RFP has been released until the final Agreement is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposals submitted by Respondents. **Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.** Exceptions to the restrictions on communication with Burlington International Airport employees include:

1. Respondents may ask verbal questions concerning this RFP at the PPMSV.
2. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed in the address below until 4:00 p.m., Eastern Time, on Thursday, August 11, 2016. Questions received after the stated deadline may not be answered. Questions are to be sent by e-mail to [btv@btv.aero](mailto:btv@btv.aero). However, questions sent by mail will also be accepted. It is suggested that mailed submissions be sent by certified mail, return receipt requested, to:

Mr. Nicolas Longo  
Director of Planning and Development  
Burlington International Airport  
1200 Airport Drive, #1  
South Burlington, VT 05403

3. Responses to questions posed by Respondents will be posted in the form of an Addendum to the RFP on the Airport's website.
4. Respondents may provide responses to questions asked of them by the staff contact person after proposals are received and opened. During interviews, if any, verbal questions and explanations will be permitted.

The Burlington International Airport reserves the right to contact any Respondent to negotiate if such is deemed desirable by the Airport. In addition, the Burlington International Airport reserves the right to request any supplementary information it deems necessary to evaluate the Respondent's experience or qualifications. This may include (without limitation): supplemental financial information, scheduled interview(s) and/or additional presentations by the Respondent.

## **IX. EVALUATION CRITERIA**

The Burlington International Airport will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. BTV may appoint a selection committee to perform some of all of the evaluation. Each Proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the items listed below. The selection committee may select all, some, or none of the Respondents for interviews. If BTV elects to conduct any interviews, Respondents may be interviewed and re-scored based upon these same criteria, or other criteria to be determined by the selection committee. The Burlington International Airport may also request additional information from Respondents at any time prior to final approval of a selected Respondent. The Burlington International Airport reserves the right to select one, more than one, or none of the Respondents to provide services. Final approval of a selected Respondent is subject to the action of the Board of Airport Commissioners, City of Burlington Finance Board and Burlington City Council.

- **Compensation** – 25 maximum points  
*Revenues to the Airport. This may be affected by "Repair/Replacement" below.*
- **Financial Ability** – 15 maximum points  
*Financial capability to successfully complete any proposed improvements and initiate operations.*
- **Proposed Business Plan** – 20 maximum points
- **Experience** – 15 maximum points  
*Respondent's background, qualifications and experience.*
- **Repair/Replacement** – 25 maximum points  
*Respondent's plans/schedule for accomplishing the repairs/replacements discussed in Attachment F.*

## Evaluation of Proposals

A) Each Proposal received will be fully evaluated on the basis of qualifications and criteria deemed by the Airport to be of importance and consequence for operating the South Hangar facility. Ideally, the successful proposal will intend significant use for aviation related purposes. The determining criteria and factors to be considered in the evaluation of the Proposals will include, but not necessarily be limited to the following, listed in no particular order:

- Amount/percentage of aviation related use.
- The proposed Base Rent, Earnest Money and/or other amounts to be paid to the Airport under the final Agreement;
- The amount of the investment in Repair and Replacement, and of the Hangar facility and other leasehold improvements proposed by the Respondent;
- Amount of investment in other capital equipment, including aircraft, and trade fixtures proposed by the Respondent;
- Whether the Proposal submitted by the Respondent, when compared to competing Proposals, best serves the needs of the Airport in operating the Hangar and developing the Hangar facility for the benefit of the Airport and public airport purposes; and
- Respondent's financial condition.

Responses also will be evaluated to ensure compliance with all applicable Burlington International Airport rules and standards and local, state, and federal laws, ordinances, statutes, and/or codes.

## Basis for Award

The Airport will select the Respondent, who, in the Airport's sole judgment is determined to be the best qualified and responsible Respondent and whose proposal, in the Airport's sole judgment, is deemed the most desirable and advantageous to the Airport, even if such proposal does not offer the highest monetary return to the Airport. The selection of the proposal is expected to be made within 60 calendar days after the opening of the Proposals. However, the Airport reserves a period of 120 calendar days after the Bid Opening Date, by which time notice of the Award may be given. Current tenant is planning full vacancy by September 30, 2016. The Burlington International Airport desires to initiate this award and contract by October 1, 2016.

## **X. AWARD OF CONTRACT AND RESERVATION OF RIGHTS**

- A. Burlington International Airport reserves the right to award one, more than one or no Agreement(s) in response to this RFP.
- B. Negotiation of the Agreement, if awarded, will be conducted with the Respondent(s) whose Proposal(s) is (are) deemed most advantageous to Burlington International Airport, as determined by the selection committee, upon approval of

the Burlington City Council.

C. Burlington International Airport may accept any proposal in whole or in part. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of Burlington International Airport. However, final selection of a Respondent is subject to Burlington City Council approval.

D. Burlington International Airport reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFP, to negotiate all proposal elements, and to waive informalities and irregularities in the proposals received. Burlington International Airport also reserves the right to terminate this RFP, and reissue a subsequent solicitation, or otherwise invite new proposals and/or remedy technical errors in the RFP process or take such other course of action as the Airport deems appropriate in its sole and absolute discretion.

E. Burlington International Airport will require the selected Respondent(s) to execute an Agreement in substantially the form as attached Exhibit A with the Burlington International Airport. No work or occupancy shall commence until the City of Burlington signs the contract document(s) and Respondent(s) provides the necessary evidence of insurance as required in this RFP and the Agreement. Agreement documents are not binding on the City of Burlington until executed by the City's duly authorized representative, as authorized by a resolution of the Burlington City Council, and approved by the City's Attorney and Chief Administrative Officer. In the event the parties cannot negotiate and execute an Agreement within the time specified, the City of Burlington reserves the right to terminate negotiations with the selected Respondent, commence negotiations with another Respondent, reissue a new RFP, withdraw the RFP, or take any other related actions.

F. This RFP does not commit the City of Burlington to enter into any Agreement, or award any services related to this RFP. Nor does it obligate Burlington International Airport to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

G. If selected, Respondent(s), without limitation, will be required to comply with the Insurance and Indemnification Requirements established herein, and/or set forth in the final Agreement.

H. Independent Contractor: Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is (are) and shall be deemed to be an independent contractor(s), responsible for its (their) respective acts or omissions. Further, Respondent agrees that Burlington International Airport and/or the City of Burlington shall in no way be responsible for Respondent's actions or inactions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

I. Non-Exclusivity: The Burlington International Airport will not enter into an “exclusive” arrangement with the selected Respondent(s). Further, at any time during the term of the Agreement, the Burlington International Airport, at its sole discretion, may enter into other agreements similar to those in operation at the Airport, including those of the selected Respondent(s). Nothing herein is to be construed to grant and/or authorize the granting of any exclusive right to a Respondent.

J. Public Accommodation Laws: The Agreement will include a provision that the selected Respondent(s) must comply fully with all applicable laws, regulations and building codes governing non-discrimination in public accommodations and commercial facilities, including, without limitation, the requirements of Americans with Disabilities Act of 1990, the Americans with Disabilities Act Amendments Act of 2008, and all regulations thereunder.

K. Condition of Premises: The Respondent(s) whose Proposal is selected by the Burlington International Airport (“Selected Respondent(s)”) will receive the subject premises/space in its then current condition, **“as is/where is.”** All repairs and/or improvements will be the responsibility of the Selected Respondent and will be subject to the prior approval of the Burlington International Airport and/or the Burlington City Council.

The Burlington International Airport reserves the right to review and pre-approve all repairs and/or improvements and subsequent changes to the Premises. All improvements must conform to the requirements of city, state and federal laws and regulations, and industry standards in all respects.

The Burlington International Airport further reserves the right to pre-approve all contractors and subcontractors that the selected Respondent may select to construct the improvements.

L. Personnel Background Check: The Burlington International Airport will determine which employees of the Selected Respondent will be required to obtain a BTV-issued ID Badge. The Selected Respondent, at its own expense, shall take all necessary steps to assure the Burlington International Airport that each of its employees has undergone a background check, to the extent allowable by law. Those employees determined by the Airport to require a Security Identification Display Area (SIDA) Badge must pass a fingerprint based criminal history record check that proves no disqualifying felonies in the past ten (10) years, provide documentation proving identity and employment eligibility, and successfully pass a Security Threat Assessment. The Selected Respondent is also responsible for complying with all security regulations and requirements as may be promulgated by the Federal Aviation Administration (“FAA”), Transportation Security Administration (“TSA”), the Burlington International Airport or any other governmental unit with jurisdiction. It is understood that the requirements of the FAA, TSA, or Burlington International Airport regarding security matters may change from time to time, and the Selected Respondent, at its own expense, shall comply with all such requirements. Any amount paid by the Burlington

International Airport for security violation(s) by the Selected Respondent, its employees, agents or subcontractors, shall be reimbursed to the Burlington International Airport by Selected Respondent.

M. Selected Respondent must be capable and willing to use and operate the premises in the manner set forth in the Proposal.

N. Any final agreement with Respondent shall require compliance with the BTV Minimum Standards, as set forth on the Airport's website, as well as the FAA's Policy on the Non-Aeronautical Use of Airport Hangars as well as all other applicable Airport standards, rules, and policies and all other applicable federal, state, and local laws, ordinances and regulations.

## **XI. INSURANCE**

- A. Selected Respondent, prior to approval of the Agreement, shall provide evidence that it will meet insurance requirements. At least 15 days prior to the commencement of the Agreement, Selected Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance shall be filed with the Airport. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The Burlington International Airport will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all endorsements, directly from the insurer's authorized representative to the Burlington International Airport. The Burlington International Airport shall have no duty to perform under this Contract until such certificate and endorsements have been received and approved by the Burlington International Airport.
- B. The Burlington International Airport reserves the right to review the insurance requirements of this Article during the effective period of the Agreement as well as any extension or renewal hereof. It also reserves the right to require Respondent to modify insurance coverage and their limits when deemed necessary and/or based upon changes in statutory law, court decisions, or circumstances bearing on the Agreement. In no instance will Burlington International Airport allow modification whereupon Burlington International Airport may incur increased risk.
- C. A Respondent's financial integrity is of interest to the Burlington International Airport; therefore, subject to Selected Respondent's right to maintain reasonable deductibles in such amounts as are approved by the Burlington International Airport, Selected Respondent shall obtain and maintain, in full force and effect for the duration of the Agreement, and any extension hereof, at Selected Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Vermont, in types and for amounts to be set by the Airport depending upon the use/operation of the premises pursuant to the final Agreement.

- D. The Burlington International Airport shall be entitled, upon request and without expense, to receive copies of the policies, declarations page and all endorsements thereto as they apply to the limits required by the Burlington International Airport, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Selected Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to Burlington International Airport at the address provided below within 10 days of the requested change. Selected Respondent shall pay any costs incurred resulting from said changes. All notices shall be given to the Burlington International Airport at the following address:

Director of Aviation  
Burlington International Airport  
1200 Airport Drive, #1  
South Burlington, VT 05403

- E. Selected Respondent agrees that with respect to the above required insurance, all insurance policies are to contain, or be endorsed to contain, the following required provisions:
- (1) Name the Burlington International Airport and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, with respect to the operations and activities of, or on behalf of, the named insured, with the exception of workers' compensation and professional liability policies;
  - (2) Provide for an endorsement that the "other insurance" clause shall not apply to the Burlington International Airport where the Burlington International Airport is an additional insured shown on the policy;
  - (3) Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the Burlington International Airport; and
  - (4) Provide thirty (30) calendar days advance written notice directly to Burlington International Airport of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- F. Within five (5) calendar days of a suspension, cancellation, or non-renewal of coverage, Selected Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to Burlington International Airport. Burlington International Airport shall have the option to suspend Selected Respondent's performance should there be a lapse in coverage at any time during the Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of any Agreement reached with the Airport.
- G. In addition to any other remedies the Burlington International Airport may have upon Selected Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the Burlington

International Airport shall have the right to order Selected Respondent to quit the premises and/or stop work hereunder, and/or withhold any payment(s) (if any) which become due to Selected Respondent hereunder until Selected Respondent demonstrates compliance with the requirements hereof.

- H. Nothing herein contained shall be construed as limiting in any way the extent to which Selected Respondent may be held responsible for payments of damages to persons or property resulting from Selected Respondent's or its subcontractors' performance of the work covered under the final Agreement.
- I. It is agreed that Selected Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the Burlington International Airport for liability arising out of operations under the contract.
- J. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in the contract.
- K. Selected Respondent and its Subcontractors, if any, are responsible for all damage to their own equipment and/or property.
- L. If selected to provide the services described in this RFP, Selected Respondent, by the parties' final Agreement, shall be required to comply with indemnification requirements identical or similar to those set forth below:

### **INDEMNIFICATION**

SELECTED RESPONDENT covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the BURLINGTON INTERNATIONAL AIRPORT and the CITY OF BURLINGTON and the elected officials, employees, officers, directors, volunteers and representatives of the BURLINGTON INTERNATIONAL AIRPORT and the CITY OF BURLINGTON, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the BURLINGTON INTERNATIONAL AIRPORT and/or CITY OF BURLINGTON directly or indirectly arising out of, resulting from or related to SELECTED RESPONDENT'S activities under this Agreement, including any acts or omissions of SELECTED RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of SELECTED RESPONDENT, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of BURLINGTON INTERNATIONAL AIRPORT, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RESPONDENT AND BURLINGTON INTERNATIONAL AIRPORT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF VERMONT, WITHOUT, HOWEVER, WAIVING ANY IMMUNITY (GOVERNMENTAL OR OTHERWISE) AVAILABLE TO THE BURLINGTON INTERNATIONAL AIRPORT UNDER VERMONT LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER VERMONT LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. SELECTED RESPONDENT shall advise the BURLINGTON INTERNATIONAL AIRPORT in writing within 24 hours of any claim or demand against the BURLINGTON INTERNATIONAL AIRPORT or SELECTED RESPONDENT known to SELECTED RESPONDENT related to or arising out of SELECTED RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at SELECTED RESPONDENT's cost. The BURLINGTON INTERNATIONAL AIRPORT shall have the right, at its option and at its own expense, to participate in such defense without relieving SELECTED RESPONDENT of any of its obligations under this paragraph.

# ATTACHMENT A: RESPONDENT QUESTIONNAIRE

## Part 1 - GENERAL INFORMATION

### 1) Respondent Information: Provide the following information regarding the Respondent.

(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: \_\_\_\_\_

(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Contact Name: \_\_\_\_\_

Principal Address: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

Comptroller's Taxpayer Number, if applicable:

\_\_\_\_\_

(NOTE: This 11 digit number is sometimes referred to as the Comptroller's TIN or TID.)

Business Structure: Check the box that indicates the business structure of the Respondent and complete one of the next three statements.

- Corporation
- Limited Partnership
- General Partnership
- Limited Liability Company
- Individual (no additional page required)

**PARTNERSHIP STATEMENT**

If a PARTNERSHIP, answer the following:

- a. Date of Organization: \_\_\_\_\_
  
- b. State of Organization: \_\_\_\_\_
  
- c. General Partnership           Limited Partnership
  
- d. Partnership Agreement recorded? Yes           No
  
- e. Has the Partnership done business in Vermont?  
Yes           No           If so, when? \_\_\_\_\_

f. Name, address, and partnership share of each general partner:

	<u>Name</u>	<u>Address</u>	<u>Share</u>
1.	_____	_____	_____%
2.	_____	_____	_____%
3.	_____	_____	_____%
4.	_____	_____	_____%

**LIMITED LIABILITY COMPANY STATEMENT**

If a LIMITED LIABILITY COMPANY, answer the following:

a. Date of Organization: \_\_\_\_\_

b. State of Organization: \_\_\_\_\_

c. Articles of Organization recorded?    Yes     No

d. Has the LLC done business in Vermont?  
Yes     No     If so, when? \_\_\_\_\_

e. Name and address of each Manager:

	<u>Name</u>	<u>Address</u>	<u>Share</u>
1.	_____	_____	_____ %
2.	_____	_____	_____ %
3.	_____	_____	_____ %
4.	_____	_____	_____ %

**CORPORATION STATEMENT**

If a CORPORATION, answer the following:

- a. When incorporated?
  
- b. Where incorporated?
  
- c. Is the corporation authorized to do business in Vermont?
  - (1) Yes  No  If so, as of what date? \_\_\_\_\_
  - (2) If Vermont is not state of incorporation:
    - a. Address of the registered agent in Vermont:
  
    - b. Name of registered agent in Vermont at such office:
  
    - c. NOTE: Certificate of Authority to transact business in Vermont should be attached.
  
- d. The Corporation is held: Publicly  Privately
  
- e. Furnish the name, title and address of each officer, director and principal shareholders owning 10% or more of the corporation's issued stock.

**DIRECTOR'S NAME AND ADDRESS**

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

5. \_\_\_\_\_

6. \_\_\_\_\_

**OFFICER'S NAME**

**POSITION**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

**PRINCIPAL  
SHAREHOLDER'S  
NAME**

**PERCENTAGE  
OWNERSHIP**

**BUSINESS  
AFFILIATION  
Other than Respondent**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

**2) Contact Information (if different from Part 1):**

List one person who the Burlington International Airport may contact concerning your proposal or setting dates for meetings.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone No. \_\_\_\_\_ Fax \_\_\_\_\_  
No: \_\_\_\_\_  
Email: \_\_\_\_\_

Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes  No

**3) Is Respondent authorized and/or licensed to do business in Vermont?**

Yes  No  If "Yes", list authorizations/licenses.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4) Where is the Respondent's corporate headquarters located?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5) Local Operation: Does the Respondent have an office located in Vermont**

Yes  No  If "Yes", respond to a. and b. below:

a. How long has the Respondent conducted business from its Vermont office?

Years: \_\_\_\_\_ Months: \_\_\_\_\_

b. Please state the number of full-time employees at the Vermont office: \_\_\_\_\_

**6) Debarment/Suspension Information: Has the Respondent or any of its principals been**

**debarred or suspended from contracting with any public entity?**

Yes  No

If "Yes", identify the public entity and the name and current telephone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

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**7) Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?**

Yes  No

If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

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**8) Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?**

Yes  No

If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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**9) Provide any other names under which Respondent has operated within the last 10 years.**

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**Part 2 - REFERENCES**

Provide four (4) references, one of which must be from a financial institution that has provided Respondent with banking services during the past three years. The remaining three shall include references in which Respondent has provided similar services.

**Reference No. 1: (Financial Institution)**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

**Reference No. 3:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

**Reference No. 4:**

Firm/Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

### **Part 3 - EXPERIENCE, BACKGROUND, QUALIFICATIONS**

Prepare and submit narrative responses to address the following items. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Describe Respondent's experience relevant to the scope of services contemplated by this RFP, with emphasis upon operation and management experience within an airport, major transportation center, shopping center, or other high-traffic/high volume environment. List relevant operation and management experience for businesses of similar size and scope by including the following:
  - a. Name and location/address for each;
  - b. Services provided;
  - c. Length of time and reason(s) for leaving or closing business.
  - d. Provide photographs of the interior and exterior for each business listed, if available.
2. List key personnel who will be assigned and actively involved in the management and operation of the proposed operation (include resumes for each listing relevant experience, licenses, certifications, associations, specialized training, etc.).
3. If Respondent is proposing as a team or joint venture, describe the rationale for selecting the team and the extent to which the team members or joint venturers have worked together in the past.
4. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

### **Part 4 - PROPOSED BUSINESS PLAN**

1. Describe Respondent's proposed plan for operation.
2. Projected Net Income and Cash Flow Statements. Provide a good faith pro forma estimated annual financial performance by category for the term of the Agreement. Include the following:
  - a. Expected annual gross sales, if any;
  - b. Cost of goods sold, if any;
  - c. Operating expenses;
  - d. Net income and cash flow, including any approved sub-lets;
  - e. Effect of proposed compensation to the Burlington International Airport on net income and cash flow; and
  - f. Major assumptions used in developing the projections.
3. Additional Information. Provide any additional plans and/or relevant information about Respondent's approach to providing the required services.

## **ATTACHMENT B: COMPENSATION SCHEDULE**

Proposed Rent Structure: Indicate the financial structure you propose to pay the Burlington International Airport during the term of the contract. Note: Proposed rent shall be paid to the Burlington International Airport in equal monthly installments during the term.

Minimum Annual Guarantee Rent (MAG) and/or percentage of revenues to the Burlington International Airport:

## **ATTACHMENT C: SIGNATURE PAGE**

The foregoing proposal is hereby submitted by the entity signed below in accordance with all terms and conditions as set forth in the Request for Proposal issued by Burlington International Airport for the right and obligation to provide the services contemplated by the proposal. By his/her signature below, the signor represents that he/she is the duly and legally authorized representative of the Respondent.

### **RESPONDENT**

Name of Respondent: \_\_\_\_\_

By (Signature): \_\_\_\_\_

By (Name) \_\_\_\_\_

By (Title) \_\_\_\_\_

Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Web Address (URL): \_\_\_\_\_

# **ATTACHMENT D: ACKNOWLEDGEMENT OF ADDENDA**

*Respondent hereby acknowledges receipt of all Addenda through and including:*

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_.

Company: \_\_\_\_\_

Duly Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

## **ATTACHMENT E: PROPOSAL CHECK LIST**

Please submit the following checklist with the proposal.

Respondent has included the following required forms/written documents:

- Cover letter**
- Attachment A Respondent Questionnaire**
- Attachment B Compensation Schedule**
- Attachment C Signature Page**
- Attachment D Acknowledgement of Addenda**
- Attachment E Proposal Checklist (This Page)**
- Attachment F Repair Replacement Schedule**

## **ATTACHMENT F: Repair/Replacement Schedule**

A. **Roof Repair (Including Replacement Of Appropriate Insulation)**

Respondent's Summary of work to be performed and estimated date of completion, if any.

B. **Fire Separation From Other Building Uses; NFPA 409 Hangar Classification And Differentiation of Construction Type**

Respondent's Summary of work to be performed and estimated date of completion, if any.

C. **Vertical Access; Installation of An Elevator And/Or Upgrading of All Stair/Ramps For Code Compliance**

Respondent's Summary of work to be performed and estimated date of completion, if any.

D. **Ingress/Egress Canopies; Repair/Replacement**

Respondent's Summary of work to be performed and estimated date of completion, if any.

E. **Doors/Door Frames/Door Hardware; Repair/Replacement**

Respondent's Summary of work to be performed and estimated date of completion, if any.

F. **Windows; Repair/Replacement**

Respondent's Summary of work to be performed and estimated date of completion, if any.

G. **Energy Code Compliance**

Respondent's Summary of work to be performed and estimated date of completion, if any.

H. **Legal/Regulatory Compliance**

Respondent's summary of how it intends to ensure compliance with all federal, state and local laws, ordinances and regulations bearing on the repairs and replacements discussed above.

I. **Access Control Plan and Compliance**

# Exhibit "A"

## DRAFT/SAMPLE ONLY

### BURLINGTON INTERNATIONAL AIRPORT AGREEMENT AND LEASE OF PREMISES FOR "SOUTH HANGAR," 240 VALLEY ROAD, SOUTH BURLINGTON, VERMONT

This Agreement and Lease of Premises (hereinafter referred to as "Agreement"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Burlington, a Vermont municipal corporation doing business as the Burlington International Airport (hereinafter referred to as "CITY"), and \_\_\_\_\_, a \_\_\_\_\_ corporation authorized to do business in the State of Vermont, and organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, having a principal place of business at \_\_\_\_\_ (hereinafter referred to as "TENANT").

#### WITNESSETH:

WHEREAS, CITY owns a certain parcel of land with improvements at the Burlington International Airport (the "Airport"), commonly known as the South Hangar at 240 Valley Road, South Burlington, Vermont, and as shown on Exhibit A, attached hereto and made a part hereof; and

WHEREAS, TENANT desires to lease the South Hangar; and

WHEREAS, the parties desire to enter into an agreement and lease for the use of the South Hangar all as more fully hereinafter set forth,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, CITY and TENANT do hereby mutually undertake, promise, and agree, each for itself and its successors and assigns, as follows:

## ARTICLE 1 DEFINITIONS

### Section 1.01 Definitions

The words and phrases recited in this Section shall have the following meanings when used elsewhere in this Agreement, unless the context clearly indicates otherwise:

- A. "South Hangar Premises," "TENANT Premises" or "Leased Premises" or "Premises" shall mean those areas assigned to TENANT as shown on Exhibit A attached hereto.
- B. "Airport Manager" or "Director of Aviation" shall mean the individual delegated special and immediate care and practical supervision of the Airport pursuant to law.
- C. "Board of Airport Commissioners" shall mean the body appointed pursuant to law.
- D. "City Council" and "Board of Airport Commissioners" shall mean the elected and/or appointed bodies of the CITY with general management and control of the Airport. Where this Agreement speaks of approval or consent of the CITY, such approval is manifested by act of the City Council or the Board of Airport Commissioners as communicated by the Director of Aviation.
- E. "DHS" shall mean the Department of Homeland Security, and its authorized successors.

F. "Due Date" shall mean the date when TENANT payment obligations under this Agreement must be received by CITY.

G. "FAA" shall mean the Federal Aviation Administration of the United States Department of Transportation or any federal agencies succeeding to its jurisdiction.

H. "Fiscal Year" shall mean the twelve (12) month period beginning on July 1st of any calendar year and ending on June 30 of the following year, or any other period adopted by CITY for its financial affairs.

I. "Personal Property" shall mean any equipment, inventory, furniture, or supplies owned or leased by TENANT (except to the extent that the same may be leased by TENANT from CITY) and used at Airport in the conduct of TENANT's business which is easily removable from TENANT's leased premises.

J. "Ramp Area" shall mean the aircraft parking and maneuvering areas adjacent to the Terminal, and shall include within its boundaries all Aircraft Aprons, including those areas assigned for use as overnight parking positions. See Exhibit A for reference.

K. "Rules and Regulations" shall mean those rules, regulations, and ordinances promulgated by CITY, and not inconsistent with this Agreement, as the same may be amended, modified, or supplemented from time to time.

L. "TSA" shall mean the Transportation Security Administration, and its authorized successors.

## ARTICLE 2 USE OF PREMISES

### Section 2.01 Permitted Uses

Subject to the terms and conditions hereof and the Rules and Regulations of CITY, TENANT shall be entitled to use, in common with others authorized to do so and at its own expense, areas, other than areas leased preferentially or exclusively to others, or otherwise reserved for the exclusive use of CITY, facilities, equipment, and improvements at the Airport for the operation of TENANT's business. Said use, without limiting the generality hereof, may include:

A. The repairing, maintaining, conditioning, servicing, testing, or parking of aircraft or aircraft-related equipment operated by TENANT.

B. The right to land, take off, fly, taxi, tow, load, and unload aircraft used by TENANT.

C. The right to install, maintain, and operate such radio, communication, meteorological, aerial navigation, and computer equipment and facilities required for TENANT. However, that (1) such equipment does not interfere with other tenants or Airport communication, meteorological, or aerial navigation systems; and (2) the type, location, and method of installation of such equipment and facilities is approved by the Director of Aviation in writing prior to installation of such equipment and facilities.

D. Other: \_\_\_\_\_.

E. Any and all rights and privileges not granted to TENANT in this Agreement are hereby reserved for and to CITY.

F. The rights granted in Section 2.01 shall not be construed as permitting any other person or corporation to conduct any business upon the

Airport (including the Leased Premises) except after first securing from CITY a license to conduct such business and by the payment of applicable administrative fees and rentals for any space occupied.

Section 2.02 Airport Uses Limitation

TENANT shall not use the Airport or Leased Premises for any purpose other than those identified in Section 2.01 herein. Without limiting the generality of such use or limitation, the following uses are prohibited:

A. The use of the Airfield Area by any aircraft operated or controlled by TENANT that exceeds the design strength or capability of the Airfield Area as described in the current FAA-approved Airport Layout Plan or other engineering evaluations performed subsequent to the then current Airport Layout Plan.

B. Anything that may interfere with the effectiveness or accessibility of the drainage, sewerage, water, communications or fire protection systems or any other part of the utility, electrical or other system installed or located from time to time at the Airport.

C. Any act or failure to act by TENANT which may cause the cancellation or violate the provisions of CITY's policies of insurance for the Airport or any part thereof or which shall cause a hazardous condition so as to increase the risks normally attendant upon operations permitted by this Agreement. In the event CITY shall determine that TENANT has done or permitted to be done either by act or failure to act anything that shall cause an increase in the Airport's insurance premiums for insurance for the Airport or any part thereof, CITY shall serve written notice to TENANT of the nature of the act or omission and afford TENANT the option to remedy the cause of the increase, and

upon failure of TENANT to remedy the cause of the increase, TENANT, upon demand by CITY, shall pay the amount of such increase. If such TENANT act or failure to act causes the cancellation of any policy, then TENANT shall immediately upon notification by CITY take such action as is necessary to permit reinstatement of said insurance.

D. The maintenance or operation of a cafeteria, restaurant, bar or cocktail lounge for the purpose of selling food or beverages to the public or to its employees or passengers, including in any manner the sale of food and beverages at the Airport. TENANT may not place food and beverage vending machines upon any portion of its Leased Premises without the prior written approval of the Director of Aviation.

E. The storage of anything, blockage of taxiways and/or the parking of any aircraft in such a manner as to interfere with Airport operations. The use of all refueling trucks, together with their routing and parking, must be approved in advance by the CITY.

F. Any act or failure to act by Tenant which may cause City to violate any FAA Grant Assurance, regulation or requirement.

### ARTICLE 3 LEASED PREMISES

#### Section 3.01 South Hangar Premises

CITY does hereby lease and demise to TENANT, and TENANT does hereby lease and accept from CITY, the so-called South Hangar at 240 Valley Road, South Burlington, Vermont, as depicted on Exhibit A, attached hereto.

### ARTICLE 4 TERM AND TENANT SERVICE

#### Section 4.01 Term

The term of this Agreement shall be for a period of \_\_\_\_\_ years commencing \_\_\_\_\_ 2016 and terminating at midnight on \_\_\_\_\_, 20\_\_\_\_, unless sooner terminated as hereinafter provided. Provided TENANT has complied with all terms, conditions, and requirements of this Agreement during its initial \_\_\_\_\_ year term, TENANT shall have the right to negotiate with the City with regard to an additional \_\_\_\_\_ year term(s).

Section 4.02 Holding Over

A. In the event TENANT shall continue to occupy the Leased Premises beyond the term of this Agreement, or any extension thereof, without CITY's written renewal hereof, such holding over shall not constitute a renewal or extension of this Agreement, but shall create a tenancy from month to month which may be terminated at any time by CITY or TENANT by giving thirty (30) days written notice to the other party.

B. TENANT further agrees that upon the expiration of the term of this Agreement or prior cancellation thereof, the Leased Premises will be delivered to CITY in as good condition as they were received, reasonable wear and tear and damage caused by the negligent or willful act of CITY excepted.

ARTICLE 5  
RENTALS, CHARGES, AND FEES

Section 5.01 Rent

TENANT agrees to pay CITY, without notice or demand and without deduction or setoff, all applicable rentals, additional rentals, charges, and fees set out herein (hereinafter referred to collectively as "Rentals") during the term of this Agreement for its use of the Premises, Airfield Area, facilities, rights, licenses and privileges granted hereunder to TENANT and/or any subtenant expressly approved by CITY.

## Section 5.02 Other Fees and Charges

A. CITY expressly reserves the right to assess and collect the following:

1. Reasonable and non-discriminatory fees and charges for services or facilities not enumerated in this Agreement, but provided by CITY and accepted by TENANT.
2. Pro-rata shares of any charges, fees, assessments, taxes for the provision of any services or facilities which CITY is required to provide by any governmental entity (other than CITY acting within its proprietary capacity) having jurisdiction over the Airport.

B. TENANT shall pay charges for other services, equipment, facilities or other Terminal improvements not enumerated herein, but provided by CITY to TENANT at TENANT's request, or to meet the needs of TENANT. Such services, equipment, facilities or Terminal improvements may include, but are not limited to, special maintenance of TENANT Premises, Federal Inspection Services (FIS) facility fees, electrical charges, or equipment/vehicle storage areas.

C. TENANT shall pay the required fees for all permits, approvals and licenses necessary for the conduct of its business at the Airport.

## Section 5.03 Time and Place of Payments

All payments for rent, fees and any and all other charges shall be made on or before the first of each month at the office of the Director of Aviation , Burlington International Airport, 1200 Airport Drive, #1, South Burlington, Vermont 05403 or other such place as may hereafter be designated by CITY.

## Section 5.04 Additional Rent

CITY, after due notice to TENANT, may, but is not obligated to, cure any default on TENANT'S part in fulfilling TENANT's covenants and obligations under this Agreement. Any amounts paid or costs incurred by CITY to cure any such default are hereby agreed and declared to be "Additional Rent". Unless otherwise provided herein, all Additional Rent shall be due and payable on the later to occur of fifteen (15) days after receipt by TENANT of an invoice therefore or with the next succeeding installment of monthly rent due under this Agreement.

#### Section 5.05 Interest on Past Due Accounts

There shall be added to all sums due CITY subsequent to the execution date of this Agreement and unpaid as of the Due Date, an interest charge of one and one-half percent (1.5%) per month of the principal sum computed as simple interest computed from the Due Date.

#### Section 5.06 Payment Under Protest

Notwithstanding anything to the contrary in this Agreement, if a dispute arises between CITY and TENANT with respect to any obligation or alleged obligation of TENANT to pay money, the payment under protest by TENANT of the amount claimed by CITY to be due shall not waive any of TENANT's rights, and if any court or other body having jurisdiction determines that all or any part of the protested payment was not due, then CITY shall as promptly as reasonably practicable reimburse TENANT any amount determined as not due plus interest at a rate equal to the rate which CITY realizes by having the money on deposit.

#### Section 5.07 Right of Set Off

CITY shall have the right to set off any past due amount(s) by applying all or a portion of current payments to such past due amount(s). In the event CITY exercises this right, it shall notify the TENANT. TENANT shall be responsible for immediately submitting such a sum as will reflect the total amount needed to satisfy current amounts due.

Section 5.08 Security Deposit

A. TENANT shall provide CITY on the Effective Date of this Agreement with a surety bond or Irrevocable Standby Letter of Credit acceptable to CITY (“Contract Security”) in an amount equal to six (6) months’ rentals, fees and charges payable by TENANT pursuant to this Article 5, to guarantee the faithful performance by TENANT of its obligations under this Agreement and the payment of all rentals, fees and charges due hereunder. Such Contract Security shall be in a form and with a company reasonably acceptable to CITY and licensed to do business in the State of Vermont. In the event that any such Contract Security shall be for a period less than the full period required by this Paragraph or if Contract Security shall be canceled, TENANT shall provide a renewal or replacement Contract Security for the remaining period at least sixty (60) days prior to the date of such expiration or cancellation.

B. In the event CITY is required to draw down or collect against TENANT’s Contract Security for any reason, TENANT shall, within ten (10) business days after CITY’s written demand, take such action as may be necessary to replenish the existing Contract Security to its original or adjusted amount and/or to provide additional or supplemental Contract Security from another source so that the aggregate of all Contract Security is equal to the required amount as determined by CITY.

C. Upon the occurrence of any TENANT act or omission that is an event enumerated in Section 14.02, or upon TENANT's election to assume this Agreement under Federal Bankruptcy Rules and Regulations and Federal Judgeship Act of 1984 or any successor statute, as such may be amended, supplemented, or replaced, CITY, by written notice to TENANT given at any time within ninety (90) days of the date such event becomes known to CITY, may declare TENANT in default of this Agreement and may require additional Contract Security to ensure TENANT's performance of its obligations pending the cure of such default. In such event, TENANT shall provide CITY with the required additional Contract Security within ten days of its receipt of such written notice and shall thereafter maintain such Contract Security in effect.

D. If TENANT shall fail to obtain and/or keep in force Contract Security required hereunder, such failure shall be grounds for immediate cancellation of this Agreement. CITY's rights under this Section shall be in addition to all other rights and remedies provided to CITY under this Agreement.

E. TENANT and CITY agree that this Agreement constitutes an "executory contract" for the purposes of Section 365 of the United States Bankruptcy Code (Title 11 USC) subject to assumption or rejection, as provided in said Section 365. Furthermore, TENANT and CITY agree that any Contract Security provided by TENANT are not "property of the estate" for purposes of Section 541 of the United States Bankruptcy Code (Title 11 USC), it being understood that any Contract Security is property of the third party providing it (subject to CITY's ability to draw against the Contract Security).

ARTICLE 6  
CONDITION OF PREMISES

Section 6.01 Apron/Airfield

A. TENANT shall remove to the extent reasonably practicable all accumulations of oil and grease caused by TENANT's aircraft while operating on the Apron Area.

B. TENANT shall maintain in a neat, clean and orderly manner the portions of the Apron Area occupied by TENANT's apron service equipment. Piling of boxes, cartons, barrels, pallets, debris, disabled or idle equipment or similar items on or about the Leased Premises, shall not be permitted.

C. TENANT shall paint aircraft apron and parking positions as approved by CITY in writing to guide TENANT's ground equipment, aircraft, and passengers if desired, by TENANT, or required for proper positioning of the aircraft within designated parking positions. The foregoing provisions do not, however, prevent CITY from painting such markings as it shall deem necessary for aircraft operations.

D. CITY agrees to maintain the Airfield Area and the Apron Area in good condition and repair. Such obligation shall include snow removal from runways, taxiways and Apron Area; provided, however, that the extent of such obligation as to snow removal from the Apron Area shall be limited to general snow removal required for the operation of aircraft and ground equipment, and shall be limited to the area beginning 50 feet out from any building. To the extent possible, and to the extent that such snow removal is required for the operation of aircraft and ground equipment, CITY agrees to assist TENANT with snow removal in the area within fifty feet from building; provided, however, that CITY shall not be liable for any failure to do so. TENANT shall

provide safe passageway for its passengers, employees and crew from aircraft to the building, including but not limited to the removal of snow, and shall indemnify CITY pursuant to Section 13.02 against any claims based upon a failure to provide safe passageway. CITY shall, during the term hereof, operate and maintain the Airport in all respects in a manner and in accordance with such recommended standards for airports of similar size and character as may be issued by the FAA.

Section 6.02 Garage/Recycling

TENANT, at its sole expense, shall be responsible for the proper disposal of all garbage/trash/debris, and responsible for complying with the CITY's Recycling ordinance and regulations.

Section 6.03 Administrative Charges

If TENANT fails to perform its obligations under this Article 6, CITY may do so after reasonable notice, not less than fifteen (15) days, and recover its entire cost plus a twenty percent (20%) administrative charge from TENANT as an additional charge on the rent due.

ARTICLE 7  
IMPROVEMENTS

Section 7.01 Repair/Replacement Schedule

TENANT shall complete the Repair/Replacement Schedule, appended to the RFP as Attachment F. CITY reserves the right to negotiate any item included in said Attachment F.

Section 7.02 Ownership of Improvements

Upon completion of or installation of any permanent addition or leasehold improvement, excluding Personal Property as defined in Article 1, on the Leased

Premises, such permanent addition or leasehold improvement shall immediately become the property of CITY, as owner, subject only to the right of TENANT to use same during the term of this Agreement and shall remain the property of CITY thereafter with the sole right, title and interest thereto unless otherwise specified in CITY's approval of the improvement.

#### Section 7.03 Liens

TENANT shall cause to be removed promptly any and all liens of any nature arising out of or because of any construction performed by TENANT or any of its contractors or subcontractors upon the Leased Premises or arising out of or because of the performance of any work or labor by or for it or them at the Airport, reserving the right to contest in court the validity of any such liens. TENANT shall have the right to post an appropriate bond to cover its obligations pursuant to this Section.

In the event any person or corporation shall attempt to assert a mechanic's lien against the Leased Premises for improvements made by TENANT, TENANT shall defend and hold CITY harmless from such claims, at TENANT's expense.

#### Section 7.04 Payment of All Taxes

TENANT shall pay all lawful taxes (including but not limited to real property taxes), assessments or charges which during the term of this Agreement may become a lien on the Airport or be levied upon any interest in TENANT's Leased Premises or any possessory right which TENANT might have in or to said Premises or any improvements thereof, by reason of its use or occupation thereof or otherwise and/or taxes, assessments or other charges on other property owned by TENANT at/on the Premises. TENANT, however, shall have the right to contest, by administrative

proceeding, court or otherwise the validity or applicability of any such tax, assessment or charge. CITY shall reasonably assist in providing such information as may be requested by TENANT and required by such proceeding. Such payment shall not be considered part of the Airport Operating Revenue.

Section 7.05 Payment of Utility Charges

TENANT shall pay promptly for all utilities and utility services used by TENANT at or in TENANT's Leased Premises in excess of those utility services specifically provided by CITY.

ARTICLE 8  
NONDISCRIMINATION

Section 8.01 Nondiscrimination

TENANT shall undertake to ensure that no person shall, on the grounds of race, creed, color, national origin, sex or sexual orientation, be excluded from participating in any employment activities. In addition, TENANT shall undertake to ensure that no person shall be excluded from participating in, or receiving the services, or benefits, of any service provided by TENANT, because of their race, creed, color, national origin, sex or sexual orientation.

Section 8.02 Breach for Discrimination

In the event of TENANT's breach of any of the foregoing covenants, CITY shall have the right to terminate this Agreement after service of written notice upon TENANT in accordance with Article 14; and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Agreement had never been made or issued.

ARTICLE 9  
COMPLIANCE WITH LAW

Section 9.01 Rules and Regulations

A. TENANT shall not use or permit the use of any Airport facilities for any purpose or use other than those specifically authorized by this Agreement, and such other purposes or uses as may be mutually agreed upon in writing.

B. TENANT shall comply with and shall require its officers, agents and employees and any other persons over whom it has control to comply with such reasonable and non-discriminatory rules and regulations governing the use of Airport facilities pursuant to this Agreement as may from time to time be adopted and promulgated by CITY including, but not limited to, health, safety, environmental concern, sanitation, and good order, and with such amendments, revisions, or extensions thereof as may from time to time be adopted and promulgated by CITY.

C. TENANT's right of access to the Airport shall be subject to all federal, state and local laws or regulations and all Airport rules, regulations, and ordinances, now in effect, or hereinafter adopted or promulgated.

D. TENANT shall, at all times, maintain its Leased Premises in compliance with any and all present and future laws, ordinances, and general rules or regulations of any public or governmental authority now or at any time during the term of this Agreement in force relating to the environment, sanitation, or public health, safety or welfare.

F. Nothing herein contained shall be construed to prevent TENANT from contesting the validity or applicability of any federal, state or local law, regulation, or ordinance now in effect or hereinafter adopted or promulgated and TENANT shall not

be deemed to be in default of any requirement of this Agreement so long as such contest is diligently prosecuted in an appropriate forum by TENANT or any other party to a similar agreement having interests consistent with those of TENANT, or until 30 days following the entry of a final judgment contrary to TENANT's position. However, should TENANT contest the validity or applicability of any tax or fee, the payment of which might constitute a lien on the Airport facilities, CITY may require the posting of a bond or placing in escrow of the amount of such tax or fee pending the outcome of such contest in order to avoid the imposition of such lien.

G. TENANT shall promptly remove any of its disabled aircraft from any part of the Airport (including, without limitation, runways, taxiways, aprons, and gate positions) and place any such disabled aircraft in such storage areas as may be designated by CITY. TENANT may store such disabled aircraft only for such length of time and on such terms and conditions as may be established by CITY. If TENANT fails to remove any of its disabled aircraft promptly CITY, following reasonable notice to TENANT and reasonable opportunity to remove, may, but shall not be obligated to, cause the removal of such disabled aircraft, provided, however, the obligation to remove or store such disabled aircraft shall not be inconsistent with federal laws and regulations, shall be performed in a reasonable manner by CITY, and TENANT agrees to reimburse CITY for all costs of such removal plus a twenty percent (20%) administrative charge, and TENANT further hereby releases CITY from any and all claims for damage to the disabled aircraft or otherwise arising from or in any way connected with such removal by CITY.

Section 9.02 Reserved.

Section 9.03 Minimum Standards; No Exclusive Right.

TENANT's right of access to the Airport shall be subject to all applicable federal, state and local laws, ordinances and regulations, as well as all Airport standards, rules and policies including, but not limited to, the Minimum Standards for Commercial Aeronautical Activities, as adopted by the Airport, and the FAA's Policy on the Non-Aeronautical Use of Airport Hangars.

ARTICLE 10  
LICENSE FEES/PERMITS

Section 10.01 Permitting/Licensing at Tenant's Expense

TENANT at its own expense, shall obtain and pay for all licenses, permits, fees or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

ARTICLE 11  
OBLIGATIONS OF CITY

Section 11.01 Operation as a Public Airport

CITY covenants and agrees that at all times it will operate and maintain the Airport as a public airport in a prudent manner and consistent with and pursuant to the sponsor's assurances given by CITY to the United States government under the Federal Airport Act and consistent with the terms and conditions of this Agreement.

ARTICLE 12  
CITY'S RESERVATIONS

Section 12.01 Improvement, Relocation or Removal of Structures

CITY, at its sole discretion, reserves the right to further develop or improve the aircraft operating area and other portions of the Airport, including the right to remove or

relocate any structure on the Airport, as it sees fit, and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent TENANT from erecting or permitting to be erected, any structures on the Airport which, in the sole opinion of CITY, would limit the usefulness of the Airport or constitute a hazard to aircraft.

#### Section 12.02 Right to Enter and Make Repairs

CITY and its authorized officers, employees, agents, contractors, subcontractors and other representatives shall have the right (at such times as may be reasonable under the circumstances and with as little interruption to TENANT's operations as is reasonably practicable) to enter upon TENANT's Leased Premises for the following purposes:

A. To inspect such premises at reasonable intervals during regular business hours (or at any time in case of emergency) to determine whether TENANT has complied and is complying with the terms and conditions of this Agreement with respect to such premises.

B. To perform maintenance and make repairs and replacements in any case where TENANT is obligated so to do and has failed after notice to do so, in which event TENANT shall reimburse CITY for the cost thereof promptly in accordance with Section 5.07.

C. To perform maintenance and make repairs and replacements in any case where CITY is obligated so to do; and in any other case where CITY, in its reasonable judgment, determines that it is necessary or desirable so to do in order to preserve the

structural safety of such Leased Premises or of the building in which they are located or to correct any condition likely to cause injuries or damages to persons or property.

D. In the exercise of CITY's police power.

E. No such entry by or on behalf of CITY upon any premises leased to TENANT shall cause or constitute a termination of the letting thereof or be deemed to constitute an interference with the possession thereof by TENANT; and no such entry upon any premises used by TENANT shall constitute an interference with TENANT's ability to operate from its Leased Premises.

#### Section 12.03 Airport Access License/Permit

Personnel Background Check: The Burlington International Airport will determine which employees of the Selected Respondent will be required to obtain an Airport-issued ID Badge. The Selected Respondent, at its own expense, shall take all necessary steps to assure the Burlington International Airport that each of its employees has undergone a background check, to the extent allowable by law. Those employees determined by the Airport to require a Security Identification Display Area (SIDA) Badge must pass a fingerprint based criminal history record check that proves no disqualifying felonies in the past ten (10) years, provide documentation proving identity and employment eligibility, and successfully pass a Security Threat Assessment. The Selected Respondent is also responsible for complying with all security regulations and requirements as may be promulgated by the Federal Aviation Administration ("FAA"), Transportation Security Administration ("TSA"), the Burlington International Airport or any other governmental unit with jurisdiction. It is understood that the requirements of the FAA, TSA, or Burlington International Airport

regarding security matters may change from time to time, and the Selected Respondent, at its own expense, shall comply with all such requirements. Any amount paid by the Burlington International Airport for security violation(s) by the Selected Respondent, its employees, agents or subcontractors, shall be reimbursed to the Burlington International Airport by selected Respondent.

#### Section 12.04 Security System

TENANT, at its own expense, shall maintain an auditable access control security system. Said system must be approved by the City prior to its installation and use, and shall be subject to inspection by the City throughout the term(s) of this Agreement.

#### Section 12.05 Subordination to U.S. Government

This Agreement shall be subordinate to the provisions of any existing or future agreement(s) between CITY and the United States, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to CITY for Federal funds for the development of the Airport.

#### Section 12.06 War or National Emergency

During the time of war or national emergency, CITY shall have the right to lease the Airport or any part thereof to the United States Government for military use, and if any such lease is executed, the provisions of this Agreement insofar as they are inconsistent with the lease to the Government shall be suspended, and in that event, a just and proportionate part of the rent hereunder shall be abated.

#### Section 12.07 Energy Conservation

TENANT shall comply with CITY Rules and Regulations pertaining to energy conservation and management to the extent that such Rules and Regulations do not infringe on the rights and privileges granted herein.

ARTICLE 13  
INSURANCE/INDEMNIFICATION

Section 13.01 Insurance

A. TENANT shall, at its sole cost and expense, keep all of its operations at or on the Airport and its obligations to indemnify CITY pursuant to Section 13.02 continuously insured in accordance with this Agreement. The minimum amounts and types of insurance coverage required hereunder shall in no event be construed to limit or modify TENANT's obligation to indemnify CITY as set forth in Section 13.02.

B. All insurance shall be in a form and with an insurance company or companies that is reasonably acceptable to CITY. Said insurance shall be in occurrence form, not claims made. Each liability insurance policy shall include severability of interest language, specifying that coverage afforded thereunder applies separately to each insured thereunder. All TENANT insurance policies shall name the Airport and CITY as additional insureds.

All such policies shall provide that such policy may not be materially changed, materially altered, or cancelled by the insurer during its term without first giving at least ninety (90) days written notice to CITY.

Immediately upon execution of this Agreement, TENANT shall furnish CITY with evidence of all insurance policies specified in this Section 13.01. On or before the expiration of any then-current policy of insurance, TENANT shall deliver to CITY evidence showing that such insurance coverage has been renewed. Within five (5)

days after the date of written notice from the insurer of cancellation or reduction in coverage, TENANT shall deliver to CITY evidence showing reinstatement or other provision for the required insurance. All such evidence shall be in the form of certificates of insurance satisfactory to CITY, evidencing coverage as required by this Section 13.01. TENANT shall be responsible for any additional cost to CITY resulting from or arising out of TENANT's failure to obtain and maintain the insurance required by this Section 13.01.

C. TENANT shall carry and maintain TENANT liability insurance in respect to all aircraft owned, leased or operated by TENANT or TENANT's Affiliates for bodily injury or death and property damage liability in a combined single limit amount of not less than two hundred million dollars (\$200,000,000.00) per occurrence and shall include aircraft liability, airport liability, passenger liability and baggage and cargo liability. Provided, however, if TENANT operates at the Airport only as a Regional/Commuter Air Carrier, TENANT shall maintain aircraft liability insurance in a combined single limit amount of not less than fifty million dollars (\$50,000,000.00) per occurrence. A twenty-five million dollars (\$25,000,000.00) per occurrence sub-limit for personal injury, bodily injury (including death) and property damage liability shall cover: premises-operation, medical payments, contractual liability, liability of independent contractors, personal injury, and fire legal liability.

D. TENANT shall carry and maintain comprehensive automobile liability insurance for all owned, hired, and non-owned vehicles against death, bodily injury, and property damage claims, in a combined single limit amount of not less than ten million dollars (\$10,000,000.00).

E. TENANT shall carry and maintain workers' compensation and employers' liability insurance in accordance with the laws of the State of Vermont with an All States Endorsement and two million dollars (\$2,000,000.00) in Employer's Liability coverage.

F. If at any time TENANT shall fail to obtain or maintain in force the insurance required herein, CITY may notify TENANT of its intention to purchase such insurance for TENANT's account, and, if TENANT has not delivered evidence of insurance to CITY before the date on which the current insurance expires, CITY may but is not obligated to effect such insurance by taking out policies in companies satisfactory to CITY, such insurance to be in amounts no greater than those stipulated herein or as may be in effect from time to time. The amount of the premiums paid for such insurance by CITY shall be payable by TENANT upon receipt of CITY's billing therefor, with interest at the rate of 20% per year commencing thirty (30) days following the date of the City's billing therefore. The aforesaid amounts and types of insurance shall be reviewed from time to time by CITY and adjusted if CITY reasonably, and in good faith, determines such adjustments are necessary to protect City's interest.

G. If any claim for damages is filed with TENANT or if any lawsuit is instituted against TENANT, TENANT shall give prompt and timely notice thereof to CITY, provided that claims and lawsuits subject to such notice are only those that arise out of or are in any way connected with TENANT's use of the Leased Premises or TENANT's operations or activities in regard to the Airport and that in any way affect or might reasonably affect CITY.

Section 13.02 Indemnification

TENANT agrees fully to indemnify, defend, save and hold harmless CITY from and against all claims and actions (and all reasonable expenses incidental to the investigation and defense thereof including reasonable attorney fees) based on or arising out of death or injury to person or persons or damages to property caused by, or arising out of negligence or willful misconduct in the use, occupancy, activities or operations by TENANT, its officers, agents, employees or subcontractors, at or on the Airport or Airport facilities; provided that TENANT shall not be liable for any injuries, death, damages, or loss to the extent that such injury, death, damage, or loss to the extent that the same is caused by the fault or negligence of CITY, its agents or employees; and provided further that CITY shall give to TENANT prompt and reasonable notice of any such claims or actions.

Section 13.03 Non-liability of Agents and Employees

No board member, elected official, director, officer, agent or employee of either party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of its or their execution or attempted execution of this Agreement.

ARTICLE 14  
TERMINATION

Section 14.01 Termination by Tenant

TENANT, at its option, may declare this Agreement and Lease terminated in its entirety at any time TENANT is not in default in the payment of Rentals to CITY and in the performance of its other obligations hereunder by giving CITY thirty (30) days advance written notice to be served as hereinafter provided and by surrender of the Leased Premises if CITY shall close the Airport to aircraft operations in general, or to

the flights of TENANT for reasons other than weather, acts of God or other reasons beyond CITY's control and fails to reopen Airport to such operation or flights for a period in excess of thirty (30) days.

No termination declared by TENANT shall be effective unless and until not less than thirty (30) days have elapsed after written notice to CITY specifying the date upon which such termination shall take effect and the cause for which it is being terminated. CITY may cure the cause of such termination within said thirty (30) day period, or such longer time as the parties may agree.

TENANT's right of termination hereunder shall be in addition to any other rights provided herein or by operation of law. Failure of TENANT to declare this Agreement terminated upon default of CITY for any of the reasons set out shall not operate to bar, destroy or waive the right of TENANT to cancel this Agreement by reason of any subsequent violation of the terms hereof.

#### Section 14.02 Termination by City

CITY, at its option, may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events, and may exercise all rights of entry and re-entry upon Leased Premises:

- A. If the Rentals or other money payments which TENANT herein agrees to pay, or any part hereof, shall be unpaid on the date the same shall become due.
- B. If TENANT shall file a voluntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or if TENANT is adjudicated a bankrupt.

C. The taking of jurisdiction by a court of competent jurisdiction of TENANT or its assets pursuant to proceedings brought under the provisions of any Federal reorganization act.

D. The appointment of a receiver or a trustee of TENANT's assets by a court of competent jurisdiction or a voluntary agreement with TENANT's creditors which is not voided within ninety (90) days.

E. If any act occurs which operates to deprive TENANT permanently of the rights, power and privileges necessary for the proper conduct and operation of its business.

F. If TENANT abandons and fails to use Leased Premises for a period of thirty (30) days at any one time, except when such abandonment and cessation is due to fire, earthquake, strike, governmental action, default of CITY or other cause beyond TENANT's control.

G. If TENANT shall use or permit the use of Leased Premises at any time for any purpose which at that time is not authorized by this Agreement, or by a subsequent written agreement between the parties, or shall permit the use thereof in violation of any law, rule or regulation to which TENANT has agreed in this Agreement to conform.

H. If TENANT discontinues operation at the Airport as a consequence of TENANT's filing a bankruptcy petition, voluntary or involuntary seeking a reorganization or readjustment of its indebtedness under the Federal bankruptcy laws or under any other statute of the United States or any state thereof or being adjudged bankrupt, TENANT shall be deemed to have forfeited its leasehold space.

I. If TENANT violates any of the terms or provision of this Agreement or fails to promptly fulfill any of its obligations under the Agreement.

J. No termination declared by CITY shall be effective unless and until not less than thirty (30) days have elapsed after written notice to TENANT specifying the date upon which such termination shall take effect and the cause for which it is being terminated. TENANT may cure the cause of such termination within said thirty (30) day period, or such longer time as the parties may agree.

#### Section 14.03 Possession by City

In any of the aforesaid events, CITY may take possession of the Leased Premises upon fifteen (15) days' notice and remove TENANT's effects, without being deemed guilty of trespassing. In any such event TENANT shall pay at the same time as the Rentals hereunder become payable a sum equivalent to the Rentals deemed payable by TENANT as if a default had never occurred. In the event said Rentals cannot be determined with certainty, the estimates of CITY shall be used. CITY may relet the Leased Premises for the account of TENANT at terms deemed to be in CITY's best interest, without discharging TENANT from any liability, applying any money collected first to the expense of resuming or obtaining possession, second to restoring the Leased Premises to a rentable condition, and then to the payment of Rentals due and accruing to CITY, any deficiency to be paid by TENANT. Upon said default, all rights of TENANT shall be forfeited, provided, however, CITY shall have and reserve all of its available remedies at law as a result of said breach of this Agreement.

Failure of CITY to declare this Agreement terminated upon default of TENANT for any of the reasons set out shall not operate to bar, destroy or waive the right of a

CITY to terminate this Agreement by reason of any subsequent violation of the terms thereof.

Section 14.04 Suspension of Agreement

During the time of war or national emergency, CITY shall have the right to lease the Airport's landing areas or any parts thereof to the United States Government for military use. If any such agreement is executed, any provisions of this Agreement which are inconsistent with the provisions of the lease to the Government shall be suspended, provided that the term of this Agreement may be extended by the amount of the period of suspension if the parties so agree in writing.

ARTICLE 15  
RIGHTS UPON TERMINATION OR REASSIGNMENT OF LEASED PREMISES

Section 15.01 Fixed Improvements

Except as otherwise provide herein, all leasehold improvements and any alterations thereto other than Personal Property shall be and remain the property of CITY during the entire term of this Agreement and thereafter without compensation to TENANT.

Section 15.02 Personal Property

Upon the conclusion or prior termination of this Agreement, TENANT shall remove all Personal Property from the Leased Premises within thirty (30) days after said termination and restore the Leased Premises to their original condition. If TENANT fails to remove said Personal Property, said property may thereafter be removed by CITY at TENANT's expense or, at the election of the CITY, be retained as the CITY's property.

ARTICLE 16  
SUBLEASE AND ASSIGNMENT

Section 16.01 Assignment and Subletting

TENANT shall not assign or transfer this Agreement or any right or leasehold interest granted to it by its Agreement, or sublet or otherwise transfer any interest in or to Leased Premises without the prior written approval of CITY, which approval shall not be unreasonably withheld.

Section 16.02 Successors and Assigns Bound

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

ARTICLE 17  
ENVIRONMENTAL

Section 17.01 General Conditions

Notwithstanding any other provisions in this Agreement, and in addition to any and all other requirements of this Agreement or any other covenants, representations, or warranties of TENANT, TENANT hereby expressly covenants, warrants, and represents to CITY, in connection with TENANT's operations under this Agreement (whether identified during the term of the Agreement or after the Agreement has terminated), at Airport the following:

A. TENANT is knowledgeable of all applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders which apply to TENANT's operations at AIRPORT and acknowledges that such environmental laws, ordinances, rules, regulations, and orders change from time-to-time, and TENANT agrees to keep informed of any such future changes.

B. TENANT agrees to comply with all applicable federal, state, and local environmental laws, ordinances, rules, regulations and orders that apply to TENANT's

operations. This shall include but not be limited to the CITY's anti-discrimination and livable wage ordinances and its regulations in support thereof. TENANT agrees to hold harmless and indemnify CITY for any violation by TENANT of such applicable federal, state, and local environmental laws, ordinances, rules, regulations, and orders and for any non-compliance by TENANT with any permits issued to TENANT pursuant to such environmental laws. Those items for which the CITY shall be held harmless and indemnified shall include, but not be limited to, enforcement actions to assess, abate, remediate, undertake corrective measures or monitor environmental conditions, and for any monetary penalties, costs, expenses, or damages, including natural resource damages, imposed against TENANT, its employees, invitees, sublessees, suppliers, or service providers by reason of TENANT's violation or non-compliance and including without limitation reasonable attorney fees.

C. TENANT agrees to cooperate with any investigation, audit or inquiry by CITY or any governmental agency or their designee, regarding possible violation of any environmental law or regulation upon the AIRPORT.

D. TENANT agrees that all remedies of CITY as provided herein with regard to violation of any federal, state, or local environmental laws, ordinances, rules, regulations, or orders shall be deemed cumulative in nature and shall survive termination of this Agreement.

E. TENANT agrees that a copy of any notice of violation, notice of non-compliance, or other enforcement action shall be provided to CITY within seven (7) days of receipt by TENANT or TENANT's agent at the address provided for such notices in Section 18.14. Any violation or notice of violation or non-compliance with

federal, state, or local environmental law or ordinance shall be deemed a default under this Agreement. Such default may be cured within thirty (30) days of receipt of notice of default from CITY, or such longer period as may be required to effect a cure provided TENANT commences a cure within said thirty (30) days and thereafter diligently prosecutes the cure to completion. Any such default that is not cured shall be grounds for termination of this Agreement.

F. In entering this Agreement, CITY expressly relies on the covenants, representations and warranties of TENANT as stated herein.

G. Should CITY undertake any voluntary programs designed to improve environmental conditions, including, but not limited to, solid waste recycling programs, clean-fuel vehicle programs, etc., TENANT agrees to undertake a good faith review of the program and attempt to participate. Should any such programs be mandated by any federal, state, or local governmental agency, TENANT agrees to comply with such mandates.

Section 17.02 Stormwater. Compliance with Clean Water Act (33 U.S.C. 1251 et seq.).

Notwithstanding any other provisions or terms of this Agreement, TENANT acknowledges that certain properties within the Airport or on CITY owned land are subject to stormwater rules and regulations. TENANT agrees to observe and abide by such stormwater rules and regulations as may be applicable to CITY's properties and uses thereof.

A. The activities of the TENANT are included in CITY's National Pollutant Discharge Elimination System (NPDES) permit. Contamination to stormwater can

result from activities such as, but not limited to, aircraft fueling, aircraft and vehicle maintenance, aircraft and vehicle washing, and aircraft de-icing.

B. To ensure compliance with CITY's NPDES permit, the TENANT shall utilize Best Management Practices (BMPs) so as to not contaminate the Airport's stormwater system:

1. The TENANT is responsible for de-icing in designated areas only. TENANT must use CITY approved materials only. Propylene glycol-based Aircraft De-icing Fluid (ADF) shall be used by the TENANT, unless otherwise approved in writing by CITY. The TENANT must utilize best management practices to limit the amount of chemical used.
2. The TENANT shall submit monthly reports to the Airport Manager during the deicing season that shows the location of its anti-icing/de-icing activities, the quantity of deicing fluid applied, and the type of material applied. These are due to CITY no later than the 10th of the following month.
3. After immediately contacting the Airport Manager or his/her designee, TENANT shall provide a written follow-up for all spills or releases from its fueling activities to the Airport Manager within five (5) days of the incident. TENANT is responsible for the containment and cleanup of spills from aircraft fueling, vehicle fueling, and leaking vehicles. TENANT must properly label and dispose of all contaminated material used to remediate spills including signing hazardous waste manifests.

TENANT must comply with all reporting requirements of NHDES, and a copy of the written report shall be submitted to the Airport Manager.

4. TENANT must provide the Director of Aviation with copies of all claims, observations, reports, and notices of violation the TENANT receives from the NHDES or any environmental regulatory authority relating to its activities at the Airport.
5. TENANT must report major lavatory spills to the Director of Aviation. The TENANT is responsible for the cleanup and disposal of all lavatory spills caused by the TENANT, its sublessees, agents, employees, contractors or invitees.
6. TENANT shall maintain its vehicles to prevent discharges to stormwater.
7. CITY may require TENANT to remove vehicles that leak from service. The TENANT shall place drip pans under leaking vehicles, promptly clean up all leaks and spills, and properly dispose of all material used to clean up spills, in accordance with appropriate regulations. CITY may require TENANT to remove vehicles that leak or are in disrepair should such vehicles reasonably be deemed by CITY to be an environmental concern.
8. TENANT shall allow the Director of Aviation access to its facilities, with reasonable prior notice and during regular business hours (except in cases of emergency).

9. TENANT agrees to allow CITY to visit vehicle maintenance facilities with reasonable prior notice and during regular business hours (except in cases of emergency), to determine opportunities to reduce possible pollution.
10. TENANT shall comply with all applicable governmental, environmental, health and safety laws and regulations.
11. If TENANT owns or operates above-ground storage tanks, drums, and containers at the Airport, it shall comply with all applicable governmental environmental, health and safety laws and regulations.
12. TENANT shall be liable to and indemnify CITY for payment of any fines or penalties levied against CITY for alleged violations of any applicable governmental environmental, health or safety laws or regulations arising out of the actions or inactions of TENANT that cause the violation of such laws or regulations and shall be liable to and indemnify CITY for the reasonable and necessary cost, plus twenty percent (20%) administrative fee, of any cleanup or remediation incurred by CITY related thereto, if TENANT does not perform the necessary cleanup or remediation in a timely manner.

Section 17.03 Vacating of Leased Premises

A. TENANT shall notify the Airport Manager when Agreement expires and when the Leased Premises will be available for inspection. The Director of Aviation shall determine when the Leased Premises are such that any and all contamination caused by the TENANT in conducting operations under this Agreement (whether

identified during the term of the Agreement or after the Agreement has terminated), has been cleaned up, or assigned to TENANT for further cleanup. TENANT shall not be released from its responsibilities under Agreement until the Director of Aviation has performed an assessment of the conditions of all space leased by the TENANT under Agreement.

1. TENANT shall immediately remove all Hazardous Materials and Hazardous Wastes from leased areas at the termination of Agreement, unless otherwise approved in writing by CITY.
2. Any contamination caused by TENANT in violation of applicable law shall be TENANT's responsibility to remediate.

B. CITY will provide TENANT with written notice of any stormwater discharge permit requirements applicable to TENANT and with which TENANT will be obligated to comply from time-to-time, including, but not limited to: certification of non-stormwater discharges; collection of stormwater samples; preparation of stormwater pollution prevention or similar plans; implementation of best management practices; attendance at annual training sessions; annual inspections; and maintenance of necessary records. Such written notice shall include applicable deadlines. TENANT agrees that within thirty (30) days of receipt of such written notice, it shall notify CITY in writing if it disputes any of the stormwater permit requirements it is being directed to undertake. If TENANT does not provide such timely notice, TENANT will be deemed to assent to undertake such stormwater permit requirements. In the event TENANT agrees to undertake (at its sole expense, unless otherwise agreed to in writing between CITY and TENANT) those stormwater permit requirements for which it has

received written notice from CITY, TENANT agrees that it will hold harmless and indemnify CITY for any violations or non-compliance with any such permit requirements.

Section 17.04 Solid and Hazardous Waste.

A. Hazardous Material Definitions.

1. Hazardous Material, whenever used herein, includes the definitions of hazardous substance, hazardous material, toxic substance, and regulated substance as defined within all applicable governmental environmental laws and regulations, including but not limited to:
  - a. Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. Section 9601 et seq.);
  - b. Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.);
  - c. Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.);
  - d. Department of Transportation Table (49 C.F.R. Section 172, 101);
  - e. Environmental Protection Agency (40 C.F.R. Part 302);
  - f. All substances, materials, and wastes that are, or become, regulated under, or that are classified as hazardous or toxic under any other applicable governmental environmental laws or regulations.
2. In addition to the laws listed above, TENANT will comply with the governmental environmental laws and regulations of the jurisdiction where the Leased Premises are located that relate to health, safety,

wastes, Hazardous Material, contamination or protection of the environment.

3. Hazardous Materials as used in this Agreement also include, but are not limited to, the following substances: Jet fuel, gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing solvents, materials containing asbestos or urea formaldehyde, polychlorinated biphenyls and radioactive materials.

B. Compliance with Hazardous Material, Governmental Laws and Regulations.

1. TENANT shall not cause or permit the presence, use, discharge, disposal, storage, release or threatened release of any Hazardous Material, pollutants or contaminants on or in the Leased Premises or other property at the Airport except in compliance with applicable laws and regulations and in quantities necessary to its operations. TENANT shall not do anything affecting the Airport that is in violation of any applicable governmental environmental law or regulation; nor shall TENANT allow its sublessees, agents, employees, contractors, or invitees to do anything in violation of any applicable governmental environmental law or regulation.
2. The Director of Aviation will have access to the Leased Premises to inspect the same to ensure that TENANT is using the Leased Premises in accordance with applicable governmental environmental

laws and regulations (with reasonable notice and without interfering with operations).

3. At the discretion of the Director of Aviation and based upon reasonable belief that TENANT has caused an environmental violation at the Airport and upon request by the Director of Aviation, TENANT will conduct such testing and analysis as necessary to ascertain whether TENANT is operating in compliance with applicable governmental environmental laws and regulations. Any such tests will be conducted by qualified independent experts chosen by TENANT and approved by CITY; such approval shall not unreasonably be withheld. Copies of such testing and analytical results from any such testing will be provided to the Director of Aviation.
4. After any initial emergency response involving spills or leaks of Hazardous Materials, TENANT shall promptly provide the Director of Aviation, and the Director of Aviation shall provide TENANT, notification of any spills or leaks of Hazardous Materials and written notice of any investigation, and copies of all notices, reports (except for all reports subject to attorney-client privilege), claims, demands or actions arising out of the release or threatened release of Hazardous Material or special wastes to the environment in violation of law, caused or permitted by the TENANT and affecting the Airport, of which TENANT or CITY has knowledge.

C. Contamination of Airport.

1. If TENANT learns, or is notified by any governmental regulatory authority, that any removal or other remediation of any Hazardous Material contamination caused or permitted by TENANT in conducting operations under this Agreement (whether identified during the term of the Agreement or after the Agreement has terminated) and affecting the Airport is necessary, TENANT shall promptly take all necessary remedial actions in accordance with applicable governmental environmental law or regulation, at TENANT's sole cost.
2. If the presence of any Hazardous Material on, under, or about the Airport caused or permitted by TENANT in conducting operations under this Agreement (whether identified during the term of the Agreement or after the Agreement has terminated) results in any contamination of the Airport in violation of law, TENANT, at its sole cost and expense, will take steps to remedy and remove any such Hazardous Material and any other environmental contamination caused by TENANT, its sublessees, agents, employees, contractors or invitees as is presently or subsequently discovered on or under the Airport as are necessary to protect the public health and safety and the environment laws and regulations. In performing any such remedial actions, TENANT, to the extent authorized by any governmental authority, shall rely upon industrial/commercial standards and objectives and applicable risk-based cleanup methodologies, use restrictions and other controls. Such procedures are subject to prior

approval of the Director of Aviation, which approval will not be unreasonably withheld if the procedures meet environmental laws and regulations, and the cleanup procedures will not interfere with operations at the property. TENANT will submit to the Director of Aviation a written plan for completing all remediation work. The Director of Aviation retains the right to review and inspect all such work at any time using consultants and/or representatives of his/her choice. Such actions of remediation by the TENANT shall be conducted in such manner that they will not potentially have any material adverse long-term effect on the Leased Premises or other property at the AIRPORT in the sole, but reasonable, judgment of the Director of Aviation.

3. In all cases where Hazardous Waste is generated by the activities of TENANT, its sublessees, agents, employees, contractors, or invitees, TENANT shall sign hazardous waste manifests for the removal of said waste and provide copies to CITY.

D. Compliance with All Government Authorities.

1. TENANT will promptly make all submissions to, provide all information to, and comply with all requirements of all appropriate governmental authorities under all applicable governmental environmental laws and regulations.
2. Should any governmental entity determine that a site characterization, site assessment, etc., and/or cleanup should be undertaken by

TENANT because of any spills or discharges of Hazardous Waste at the Airport caused or permitted by TENANT that occur during the term of this Agreement, the TENANT shall (at its own expense) prepare and submit required plans and financial assurances, and carry out the approved plans. At no cost or expense to CITY, TENANT will promptly provide information requested by the Director of Aviation to determine the applicability of the government's environmental laws or regulations to the Airport, to respond to any governmental investigation or to respond to any claim of liability by third parties that is related to environmental contamination or permitted by TENANT.

3. TENANT's obligations and liabilities under this provision will continue so long as TENANT bears any responsibility under applicable governmental environmental laws or regulations for any action that occurred at the Airport during the term of this Agreement.
4. TENANT shall be liable to and indemnify CITY, without limitation, for costs incurred in connection with any investigation of site conditions or any cleanup required by applicable law; and remedial, removal, or restoration work required by any appropriate federal, State or local governmental agency or political subdivision having jurisdiction because of Hazardous Material located on the Airport or present in the soil or groundwater on, under or about the Airport as a result of TENANT's operations under this Agreement (whether identified during the term of the Agreement or after the Agreement has terminated).

5. The parties agree that CITY's right to enforce TENANT's promise to indemnify is not an adequate remedy at law for TENANT's violation of any provision of this Agreement. CITY will also have the right to terminate this Agreement for a material violation of governmental environmental laws or regulations if TENANT does not promptly correct such violation after notice, except that if TENANT's violation is egregious in nature and was caused by TENANT's gross negligence or willful misconduct, CITY may immediately terminate this Agreement and take possession of the leased premises upon giving the notice specified in Section 18.14.

Section 17.05 Limitations

Notwithstanding any other provision of this Agreement, TENANT shall not be responsible to the extent a claim or expense arises out of: (A) conditions existing prior to TENANT's use or occupancy of the Premises, or (B) the negligence or willful misconduct of CITY or its employees, invitees, sublessees, suppliers or service providers.

ARTICLE 18  
MISCELLANEOUS

Section 18.01 Non-Interference with Operation of Airport

TENANT, by accepting this Agreement, expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event the aforesaid covenant is breached, upon reasonable notice to TENANT and opportunity to cure, the CITY reserves the right to enter upon the

premises hereby leased and cause the abatement of such interference at the expense of TENANT.

CITY shall maintain and keep in good condition and repair the Airport landing areas, including taxiways and shall have the right to direct and control all activities of TENANT in this regard.

#### Section 18.02 Headings of Articles and Sections

The headings of the various articles and sections of this Agreement are merely for convenience or reference and do not limit the content of the articles and sections.

The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning and not strictly construed against CITY, it being stipulated and agreed that TENANT participated in the drafting hereof.

#### Section 18.03 Severability

If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby, unless to do so would prejudice the rights of either party.

#### Section 18.04 Governing Law

This Agreement and all disputes arising hereunder shall be governed by the Laws of the State of Vermont or applicable federal law.

#### Section 18.05 Quiet Enjoyment

TENANT shall, on payment of the rentals, fees, and charges as herein required and subject to the performance and compliance by TENANT of the covenants, conditions, and agreements on the part of TENANT to be performed and complied with hereunder, peaceably have and enjoy the rights, uses, and privileges of the Airport, its

appurtenances, and facilities as granted hereby and subject to the Rules and Regulations.

Section 18.06 Incorporation of Exhibits

All exhibits referred to in this Agreement are intended to be and hereby are specifically made a part of this Agreement.

Section 18.07 Incorporation of Required Provisions

The parties incorporate herein by this reference all applicable provisions lawfully required to be contained herein by any governmental body or agency.

Section 18.08 Entire Agreement

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the parties hereto.

This Agreement shall supersede and replace all prior TENANT operating agreements by and between TENANT and CITY and said prior agreements shall be and are hereby terminated and cancelled and the terms thereof brought to an end as of the effective dates hereof.

Section 18.09 Nonwaiver of Rights

No waiver by either party, at any time, of any of the terms, conditions, covenants, or agreements herein, or of any forfeiture, shall be deemed or taken as a waiver at any time thereafter of the same of any other term, conditions, covenant, or agreement herein contained, nor of the strict and prompt performance thereof. No delay, failure, or

omission of CITY to re-enter Terminal Complex Premises, and no subsequent acceptance by CITY of rent then or thereafter accrued, and no delay, failure, or omission of either party to exercise any right, power, privilege, or option arising from any default, shall impair any such right, power, privilege, or option, or be construed to be a relinquishment thereof, or a waiver of such default or acquiescence therein; and no notice by either party shall be required to restore or revive any option, right, power, remedy, or privilege after waiver by such party of default in one or more instances. No option, right, power, remedy, or privilege of either party shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. All rights provided by this Agreement shall be cumulative, and no one of them shall be exclusive of the other or exclusive of any other remedies provided by law, and the exercise of one right, power, option, or remedy by either party shall not impair its rights to exercise any other right, power, option or remedy.

Section 18.10 Force Majeure

Neither CITY nor TENANT shall be deemed to in breach of this Agreement by reason of failure to perform any of its obligations hereunder, if, while, and to the extent that such failure is due to strikes, boycotts, labor disputes, embargoes, shortages of materials, acts of god, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or any other circumstances of which it is not responsible, and which are not within its control. This provision shall not apply to failures by TENANT to pay rents, fees, or other charges, or to make any other money payments required by this Agreement. This provision shall not prevent either party from exercising its rights to termination under Article 14 of this Agreement.

#### Section 18.11 Generally Accepted Accounting Principles

Whenever any report or disclosure referred to in this Agreement consists, either in whole or in part, of financial information, said financial information shall be prepared in accordance with generally accepted accounting principles consistently applied, if applicable.

#### Section 18.12 General Interpretation

Insofar as this Agreement grants, permits or contemplates the use of space or facilities or the doing of any other act or thing at the Airport by TENANT, such use or doing of such act or thing is to be in connection with the operation of civil air transportation system by TENANT for the carriage by aircraft of persons, property, cargo, and mail on scheduled or nonscheduled flights, whether as a common carrier, a contract carrier, a private carrier, or otherwise. Each of the parties, however, has entered into this Agreement solely for its own benefit; and (without limiting the right of either party to maintain suits, actions, or other proceedings because of breaches of this Agreement) the Agreement does not grant to any third person (except a successor party to CITY or TENANT) a right to claim damages or bring any suit, action, or other proceeding against either CITY or TENANT because of any breach hereof. The language in all parts of this Agreement shall in all cases be construed simply according to its fair meaning and not strictly construed against CITY, it being stipulated and agreed that TENANT participated in the drafting hereof.

#### Section 18.13 Time of the Essence

Time is of the essence in this Agreement.

#### Section 18.14 Notices, Consents, and Approvals

All notices, consents, and approvals required or authorized by this Agreement to be given by or on behalf of either party to the other, shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given.

Notices required by this Agreement shall be given by registered or certified mail by depositing the same in the U.S. mail in the continental United States, postage prepaid, return receipt requested. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be delivered. Until any such change is made, notices shall be delivered as follows:

1. CITY:

Director of Aviation  
Burlington International Airport  
1200 Airport Drive #1  
South Burlington, Vermont 05403

2. TENANT:

The effective date of such notice shall be the date of the receipt as shown by the U.S. Postal Service return receipt. If notice is given in any other manner or at any other place, it shall also be given at the place and in the manner specified in this Section.

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

CITY OF BURLINGTON

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Title: \_\_\_\_\_

TENANT

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF VERMONT  
CHITTENDEN COUNTY, SS.

At Burlington, this \_\_\_ day of \_\_\_\_\_, 2016, personally appeared \_\_\_\_\_, and acknowledged this Agreement and Lease of Premises by him signed and sealed, to be his free act and deed and the free act and deed of City of Burlington.

Notary Public

STATE OF  
COUNTY OF

At \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 2016, personally appeared \_\_\_\_\_, and acknowledged this Agreement and Lease of Premises by him signed and sealed, to be his free act and deed and the free act and deed of \_\_\_\_\_.

Notary Public

**PERSONAL GUARANTY** \_\_\_\_\_

BURLINGTON INTERNATIONAL AIRPORT  
AGREEMENT AND LEASE OF PREMISES FOR "SOUTH  
HANGAR," 240 VALLEY ROAD,  
SOUTH BURLINGTON, VERMONT

EXHIBIT A  
PREMISES

EXHIBIT "B"



June 15, 2016

Ms. Kathy Gleason  
Continental Connection  
240 Valley Road  
So. Burlington, VT 05403

Dear Ms. Gleason:

Attached please find copies of the recent inspection of your sprinkler system that was completed on 5/20/16. If there were any deficiencies found during the inspection, you will see them noted on the reports. **Note: Quarterly and semi-annual inspections consist of sounding alarms by operating valves and devices, i.e. pressure and/or flow switches, electric/manual bells and tampers only. No walk through of the building is done during these inspections.**

Upon request, we will discuss any discrepancies found and submit an estimate to bring your sprinkler system into compliance. Your next inspection will be due on or before 5/31/17. We will call in advance to schedule a date and time of inspection.

**FOR CUSTOMERS LOCATED IN NEW YORK AND NEW HAMPSHIRE:** Please note that you are responsible for filing forms with proper authorities in your respective states.

**FOR VERMONT CUSTOMERS:** Please be advised that the Vermont Department of Public Safety requests that the person who performs the inspections be certified with the state and that a copy of this report be filed with their office, which will be handled by Firetech Sprinkler.

If you have any questions, please call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Mike Trombly", is written over the typed name.

Mike Trombly  
Service Operations Manager

Attachment

Discrepancies: Yes \_\_\_\_\_ No

Semi/Quarterly \_\_\_\_\_ Annual

**\*\*See annual report for discrepancies**



SPRINKLER CORP.

Sprinkler System Report

340 Hegeman Avenue
Colchester, VT 05446
Phone: (800) 639-9066
Fax: (802) 655-1866

Address: 240 Valley Road South Burlington, VT
Building:
Customer: Continental Connection
Main Business Contact: None
Inspection Date: 5/20/2016 8:57:05 PM
Inspection Type: Sprinkler Annual
Inspector: Curtis Partlow
License: T3-661 - Sprinkler 12117 - Backflow

System Name: Wet (Standpipe)
System Type: Sprinkler - Stand Pipe
SIN #: F-02620
POI #: 16-03914

Pass Fail N/A

SI Sprinkler Systems NFPA 25 11

General

[X] [ ] [ ] C.SS.02 Record work order number

Work Order # 19247

Owner Information

- [X] [ ] [ ] OI.SS.1.1 Is the building occupied?
[X] [ ] [ ] OI.SS.1.2 Has the occupancy classification and hazard of contents remained the same since the last inspection?
[X] [ ] [ ] OI.SS.1.3 Are all fire protection systems in service?
[X] [ ] [ ] OI.SS.1.4 Has the system remained in service without modification since the last inspection?
[X] [ ] [ ] OI.SS.1.5 Was the system free of actuations of devices or alarms since the last inspection?
[X] [ ] [ ] OI.SS.1.6 If remodeling has occurred, remodeled area inspected and no deficiencies found.

Notifications Prior to Testing and Maintenance

[X] [ ] [ ] C.SS.904 Notifications made prior to testing or maintenance?
South bulington pd notified of testing local bell only.

Alarm Valves / System Riser Check Valves

- [X] [ ] [ ] IM.SS.911.1 Gauges indicate normal supply water pressure is being maintained.
[X] [ ] [ ] IM.SS.911.2 Valves are free of physical damage.
[X] [ ] [ ] IM.SS.911.3 Valves are in the appropriate open or closed position.
[X] [ ] [ ] IM.SS.911.4 The retarding chamber or alarm drains are not leaking.

### Control Valves

- IW.SS.2.1 Control valves identified and have proper signage?
- IW.SS.2.3 Valves are in normal open or closed position?
- IW.SS.2.4 Valves are sealed, locked, or supervised?
- IW.SS.2.5 Valves are free from external leaks?
- IW.SS.908 Backflow preventer isolation valves passed inspection?
- IW.SS.909 Backflow preventer reduced pressure assemblies (RPA) and reduced pressure detector assemblies (RPDA) passed inspection?
- IM.SS.903 Valves are accessible and protected from physical damage?
- TA.SS.3.1 Each control valve operated through full range and returned to normal position?
- TA.SS.3.2 Post indicator valves opened until spring or torsion felt in rod, then closed back 1/4 turn?
- TS.SS.3.1 Valve supervisory switches indicate movement?
- MA.SS.1 Operating stems of all OS&Y valves lubricated, completely closed, and reopened?

### Gauges

- IM.SS.919 Gauges in good condition and displaying normal pressure?

Year of Gauge 1984

### Waterflow Devices

- IQ.SS.1 Waterflow and supervisory devices free of physical damage?
- TQ.SS.4 Mechanical waterflow alarm devices actuated and flow observed?
- TS.SS.2 Vane-type and pressure switch-type waterflow devices actuated and flow observed?

Wet system alarm activation time (sec): 25 seconds

### Sprinklers

- IA.SS.5.1 Sprinklers are oriented correctly (upright, pendent, sidewall)?
- TA.SS.18 Where required, sprinklers replaced or submitted for testing?
- IA.SS.5.3 Sprinklers free from paint, corrosion, leakage, or other damage or impairment.
- IA.SS.5.4 Glass bulb sprinklers replaced if bulbs have emptied?
- IA.SS.5.6 Minimum sprinkler clearance maintained?
- IA.SS.5.7 Proper number and type of spares on hand?
- IA.SS.5.8 Sprinklers protecting spray coating areas protected against overspray residue?

### Fire Department Connections

- IQ.SS.4.1 FD connections (exterior) are visible, accessible, and in good condition.
- IQ.SS.4.2 Couplings or swivels are not damaged and rotate smoothly.
- IQ.SS.4.3 Plugs or caps are in place and undamaged.
- IQ.SS.4.4 Gaskets are in place and in good condition.
- IQ.SS.4.5 Identification signs are in place.
- IQ.SS.4.6 Check valve is not leaking.
- IQ.SS.4.7 Automatic drain valve is in place and operating properly.

- IQ.SS.4.8 Connection clapper(s) is in place and operating properly.
- IQ.SS.4.9 If plugs or caps are not in place, is interior free of obstructions?

**Piping, Hangers, and Braces**

- IA.SS.3 Visible pipe hangers and seismic braces not damaged or loose?
- IA.SS.4.1 Pipe and fittings in good condition, free of mechanical damage, leakage, and corrosion?
- IA.SS.4.2 Sprinkler piping not subjected to external loads?
- IA.SS.6 Dry/Preaction system pipe passing through freezers internally inspected and free of ice blockage?

**Cold Weather Checks**

- MO.SS.2 Auxiliary drains drained after operation or before onset of freezing weather?
- TA.SS.14 Antifreeze solution is the correct type?
- TA.SS.19 Antifreeze solution specific gravity is correct at most remote point?
- TA.SS.20 Antifreeze solution specific gravity is correct at interface with wet system?
- TA.SS.21 Antifreeze solution specific gravity is correct at each additional test point for systems with capacity larger than 150 gal?

**Main Drain**

- TQ.SS.3.1 Main drain test: Flow observed? Results comparable to previous test?

**Test Results**

**System** 6" standpipe riser with 2" main drain  
**Static Pressure (psi)** 85  
**Residual Pressure (psi)** 75  
**Restored Pressure (psi)** 85

---

**General Inspection, Testing, and Maintenance**

- IQ.SS.2 Hydraulic nameplate attached securely and legible?
- MO.SS.3 Obstruction investigation for system or yard main piping conducted if required?
- MO.SS.4 Heat tape inspected per manufacturer

**Notifications After Testing and Maintenance**

- C.SS.920 Notifications made after testing or maintenance?  
*South bulington dispatch notified testing is complete*
- C.SS.999 Capture customer and inspector signatures.

Pass Fail N/A

**(SI) NFPA 25 Inspections**

**General**

- G.10 TQP Report completed?
- G.20 Got customer sign-off on cold weather checklist?

OWNER: Except as noted, the building is occupied with the same occupancy classification and hazard of contents as last inspection. Also, the system has remained in service without modification and been free of actuation of devices or alarms.

INSPECTOR: I state that the information on this form is correct at the time and place of my inspection, and that all equipment tested at this time was left in operational condition upon completion of this inspection except as noted.



VERMONT DEPARTMENT OF PUBLIC SAFETY  
**DIVISION OF FIRE SAFETY**  
 Office of the State Fire Marshal, State Fire Academy and State  
 Haz-Mat Team  
 firesafety.vermont.gov



### TQP Inspection Report

Return this completed form to the appropriate Regional Office

**Barre Regional Office**  
 1311 US RTE 302, Suite 500  
 Barre, VT 05641  
 Phone: (802) 479-4434  
 Fax: (802) 479-4446

**Rutland Regional Office**  
 56 Howe Street, Building A, Suite 200  
 Rutland, VT 05701  
 Phone: (802) 786-5867  
 Fax: (802) 786-5872

**Springfield Regional Office**  
 100 Mineral Street, Suite 307  
 Springfield, VT 05156-3168  
 Phone: (802) 885-8883  
 Fax: (802) 885-8885

**Williston Regional Office**  
 372 Hurricane Lane, Suite 102  
 Williston, VT 05496  
 Phone: (802) 879-2300  
 Fax: (802) 879-2312

VT State ID

F-02620

Inspection Date

5/20/2016

Sticker #

16-03914

TQP Inspector #

T3-662

Employer ID \*

59911

Name of Building:  
 911 / or Physical Address:  
 Town:

Continental Connection  
 240 Valley Road  
 South Burlington

Site #: FT\_135  
 Zip Code:

Owner:	Ms. Kathy Gleason	Telephone:	(802) 951-2500 x3
Owner's Address:	240 Valley Road	State:	VT
		Zip Code:	05403

Inspection type:     Fire Alarm     Suppression     Sprinkler     Generator

If an ID sticker is being removed or replaced provide the inactive VT State ID number:

Inspector Name (print): Curtis Partlow

Employer: Firetech Sprinkler Corp.

Signature of Inspector:

*Curtis Partlow*

**AFFIX ID STICKER HERE FOR NEW OBJECTS**

Violations Noted:     Yes     No (please use additional pages as necessary)

\* This ID is not your employer's federal tax ID, it is assigned by the Department - please contact the Department if you are unsure of what number your employer has been assigned.

- A copy of this inspection report must be forwarded to the Regional Office within 14 days.
- This report does not relieve the Inspection Company of keeping and maintaining the reports required by NFPA.



# SPRINKLER CORP.

## Sprinkler System Report

340 Hegeman Avenue  
Colchester, VT 05446  
Phone: (800) 639-9066  
Fax: (802) 655-1866

<b>Address:</b>	240 Valley Road South Burlington, VT	<b>Inspection Date:</b>	5/20/2016 8:59:01 PM
<b>Building:</b>		<b>Inspection Type:</b>	Sprinkler Annual
<b>Customer:</b>	Continental Connection	<b>Inspector:</b>	Curtis Partlow
<b>Main Business Contact</b>	None	<b>License:</b>	T3-661 - Sprinkler 12117 - Backflow

**System Name:** Dry/Full Trip 2016  
**System Type:** Sprinkler - Dry Pipe  
**SIN #:** F-02619  
**POI #:** 16-03915

Pass Fail N/A

### SI Sprinkler Systems NFPA 25 11

#### General

C.SS.02 Record work order number

#### Owner Information

- OI.SS.1.1 Is the building occupied?
- OI.SS.1.2 Has the occupancy classification and hazard of contents remained the same since the last inspection?
- OI.SS.1.3 Are all fire protection systems in service?
- OI.SS.1.4 Has the system remained in service without modification since the last inspection?
- OI.SS.1.5 Was the system free of actuations of devices or alarms since the last inspection?
- OI.SS.1.6 If remodeling has occurred, remodeled area inspected and no deficiencies found.

#### Notifications Prior to Testing and Maintenance

C.SS.904 Notifications made prior to testing or maintenance?  
*local alarm only notified south burlington dispatch.*

#### Dry Pipe Valves / Quick Opening Devices

- ID.SS.2 Valve enclosure temperature at 40 degrees F (4.4 degrees C) minimum?
- IW.SS.1.1 Gauges in good condition and show normal air and water pressure?
- IW.SS.5.7 Signage indicates number and location of auxiliary drains?
- IM.SS.5 External inspection of dry pipe valve passed?
- IA.SS.7.2 Interior of dry pipe valve inspected and passed?
- TQ.SS.6.1 Priming water level tested and passed?
- TQ.SS.6.2 Low air pressure alarms passed test?
- TQ.SS.6.3 Quick opening devices tested?

- TA.SS.5.1 Low temperature alarms in valve enclosures passed visual inspection and test?
- TA.SS.5.2 Trip test - Results comparable to previous tests? (Partial - annually; Full - every 3 yrs)

**Trip Test Results**

<b>System</b>	Reliable model D dry valve with accelerater
<b>Air pressure before test</b>	36
<b>Water pressure before test</b>	85
<b>Trip time</b>	8
<b>Trip air pressure (psi)</b>	30
<b>Water delivery time</b>	28 seconds

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- TA.SS.6 Auto air pressure maint devices tested during dry pipe valve trip test?
- MA.SS.3 During trip test, interior of dry pipe valve cleaned and parts repaired/replaced as needed?
- MA.SS.4 Condensation drained from the air compressor?

**Control Valves**

- IW.SS.2.1 Control valves identified and have proper signage?
- IW.SS.2.3 Valves are in normal open or closed position?
- IW.SS.2.4 Valves are sealed, locked, or supervised?
- IW.SS.2.5 Valves are free from external leaks?
- IW.SS.909 Backflow preventer reduced pressure assemblies (RPA) and reduced pressure detector assemblies (RPDA) passed inspection?
- IM.SS.903 Valves are accessible and protected from physical damage?
- TA.SS.3.1 Each control valve operated through full range and returned to normal position?
- TA.SS.3.2 Post indicator valves opened until spring or torsion felt in rod, then closed back 1/4 turn?
- TS.SS.3.1 Valve supervisory switches indicate movement?
- MA.SS.1 Operating stems of all OS&Y valves lubricated, completely closed, and reopened?

**Gauges**

- IM.SS.919 Gauges in good condition and displaying normal pressure?

**Year of Gauge** 1984

**Waterflow Devices**

- IQ.SS.1 Waterflow and supervisory devices free of physical damage?
- TQ.SS.4 Mechanical waterflow alarm devices actuated and flow observed?
- TS.SS.2 Vane-type and pressure switch-type waterflow devices actuated and flow observed?

**Dry system alarm activation time (sec):** 8 seconds upon dry valve tripping

**Sprinklers**

- IA.SS.5.1 Sprinklers are oriented correctly (upright, pendent, sidewall)?
- TA.SS.18 Where required, sprinklers replaced or submitted for testing?
- IA.SS.5.3 Sprinklers free from paint, corrosion, leakage, or other damage or impairment.
- IA.SS.5.4 Glass bulb sprinklers replaced if bulbs have emptied?
- IA.SS.5.6 Minimum sprinkler clearance maintained?
- IA.SS.5.7 Proper number and type of spares on hand?
- IA.SS.5.8 Sprinklers protecting spray coating areas protected against overspray residue?

**Fire Department Connections**

- IQ.SS.4.1 FD connections (exterior) are visible, accessible, and in good condition.
- IQ.SS.4.2 Couplings or swivels are not damaged and rotate smoothly.
- IQ.SS.4.3 Plugs or caps are in place and undamaged.
- IQ.SS.4.4 Gaskets are in place and in good condition.
- IQ.SS.4.5 Identification signs are in place.
- IQ.SS.4.6 Check valve is not leaking.
- IQ.SS.4.7 Automatic drain valve is in place and operating properly.
- IQ.SS.4.8 Connection clapper(s) is in place and operating properly.
- IQ.SS.4.9 If plugs or caps are not in place, is interior free of obstructions?

**Piping, Hangers, and Braces**

- IA.SS.3 Visible pipe hangers and seismic braces not damaged or loose?
- IA.SS.4.1 Pipe and fittings in good condition, free of mechanical damage, leakage, and corrosion?
- IA.SS.4.2 Sprinkler piping not subjected to external loads?
- IA.SS.6 Dry/Preaction system pipe passing through freezers internally inspected and free of ice blockage?

**Cold Weather Checks**

- MO.SS.2 Auxiliary drains drained after operation or before onset of freezing weather?
- TA.SS.14 Antifreeze solution is the correct type?
- TA.SS.19 Antifreeze solution specific gravity is correct at most remote point?
- TA.SS.20 Antifreeze solution specific gravity is correct at interface with wet system?
- TA.SS.21 Antifreeze solution specific gravity is correct at each additional test point for systems with capacity larger than 150 gal?

**Main Drain**

- TQ.SS.3.1 Main drain test: Flow observed? Results comparable to previous test?

**Test Results**

<b>System</b>	reliable dry valve with 2" main drain
<b>Static Pressure (psi)</b>	85
<b>Residual Pressure (psi)</b>	75
<b>Restored Pressure (psi)</b>	85

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**General Inspection, Testing, and Maintenance**

- IQ.SS.2 Hydraulic nameplate attached securely and legible?
- MO.SS.3 Obstruction investigation for system or yard main piping conducted if required?

MO.SS.4 Heat tape inspected per manufacturer

**Notifications After Testing and Maintenance**

C.SS.920 Notifications made after testing or maintenance?  
*South burlington dispatch. notified testing completed.*

C.SS.999 Capture customer and inspector signatures.

Pass Fail N/A

**(SI) NFPA 25 Inspections**

**General**

G.10 TQP Report completed?

G.20 Got customer sign-off on cold weather checklist?

OWNER: Except as noted, the building is occupied with the same occupancy classification and hazard of contents as last inspection. Also, the system has remained in service without modification and been free of actuation of devices or alarms.

INSPECTOR: I state that the information on this form is correct at the time and place of my inspection, and that all equipment tested at this time was left in operational condition upon completion of this inspection except as noted.



VERMONT DEPARTMENT OF PUBLIC SAFETY  
**DIVISION OF FIRE SAFETY**  
 Office of the State Fire Marshal, State Fire Academy and State  
 Haz-Mat Team  
 firesafety.vermont.gov



**TQP Inspection Report**

Return this completed form to the appropriate Regional Office

**Barre Regional Office**  
 1311 US RTE 302, Suite 500  
 Barre, VT 05641  
 Phone: (802) 479-4434  
 Fax: (802) 479-4446

**Rutland Regional Office**  
 56 Howe Street, Building A, Suite 200  
 Rutland, VT 05701  
 Phone: (802) 786-5867  
 Fax: (802) 786-5872

**Springfield Regional Office**  
 100 Mineral Street, Suite 307  
 Springfield, VT 05156-3168  
 Phone: (802) 885-8883  
 Fax: (802) 885-8885

**Williston Regional Office**  
 372 Hurricane Lane, Suite 102  
 Williston, VT 05496  
 Phone: (802) 879-2300  
 Fax: (802) 879-2312

VT State ID: F-02619  
 Inspection Date: 5/20/2016  
 Sticker #: 16-03915  
 TQP Inspector #: T3-661  
 Employer ID #: 59911

Name of Building: Continental Connection Site #: FT\_135  
 911 / or Physical Address: 240 Valley Road  
 Town: South Burlington Zip Code:

Owner: Ms. Kathy Gleason Telephone: (802) 951-2500 x3  
 Owner's Address: 240 Valley Road State: VT Zip Code: 05403

Inspection type:  Fire Alarm  Suppression  Sprinkler  Generator

If an ID sticker is being removed or replaced provide the inactive VT State ID number:

Inspector Name (print): Curtis Partlow Employer: Firetech Sprinkler Corp.

Signature of Inspector:

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Violations Noted:  Yes  No (please use additional pages as necessary)

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# EXHIBIT "C"

Vendor Name	Document Type	Document D	Document Number	Document Amount
South Burlington Water Dept	Invoice	2/19/2015	FEB15	\$ 26.25
South Burlington Water Dept	Invoice	5/15/2015	3656-MAY15	\$ 26.25
South Burlington Water Dept	Invoice	8/15/2015	3656-AUG15	\$ 55.08
South Burlington Water Dept	Invoice	11/15/2015	3656-NOV15	\$ 27.54
<b>YEAR TOTAL</b>				<b>\$ 135.12</b>

Vendor Name	Document Type	Document Date	Document Number	Document Amount
Green Mountain Power Corp	Invoice	1/14/2015	JAN2015	\$ 1,827.03
Green Mountain Power Corp	Invoice	2/12/2015	FEB15	\$ 2,325.90
Green Mountain Power Corp	Invoice	3/13/2015	MAR15	\$ 2,555.13
Green Mountain Power Corp	Invoice	4/13/2015	0006-APR15	\$ 2,386.49
Green Mountain Power Corp	Invoice	5/13/2015	0006-MAY15	\$ 1,799.71
Green Mountain Power Corp	Invoice	6/11/2015	0006-JUN15	\$ 1,434.73
Green Mountain Power Corp	Invoice	7/14/2015	0006-JUL15	\$ 1,068.01
Green Mountain Power Corp	Invoice	8/13/2015	0006-AUG15	\$ 941.70
Green Mountain Power Corp	Invoice	9/14/2015	0006-SEP15	\$ 910.21
Green Mountain Power Corp	Invoice	10/13/2015	0006-OCT15	\$ 955.85
Green Mountain Power Corp	Invoice	11/12/2015	0006-NOV15	\$ 1,734.74
Green Mountain Power Corp	Invoice	12/11/2015	0006-DEC15	\$ 2,389.03
<b>YEAR TOTAL</b>				<b>\$ 20,328.53</b>

Vendor Name	Document T	Document D	Document Number	Document Amount
Vermont Gas Systems Inc.	Invoice	1/20/2015	JAN2015	\$ 4,646.93
Vermont Gas Systems Inc.	Invoice	2/18/2015	FEB15	\$ 6,216.23
Vermont Gas Systems Inc.	Invoice	3/19/2015	182327-7MAR15	\$ 5,447.72
Vermont Gas Systems Inc.	Invoice	4/20/2015	182327-7APR15	\$ 3,116.20
Vermont Gas Systems Inc.	Invoice	5/18/2015	1822327-7-MAY15	\$ 298.83
Vermont Gas Systems Inc.	Invoice	6/18/2015	182327-7-JUN15	\$ 125.52
Vermont Gas Systems Inc.	Invoice	7/20/2015	1823277-JUL15	\$ 162.60
Vermont Gas Systems Inc.	Invoice	8/19/2015	182327-7-AUG15	\$ 117.44
Vermont Gas Systems Inc.	Invoice	9/17/2015	182327-7-SEP15	\$ 131.28
Vermont Gas Systems Inc.	Invoice	10/16/2015	3277-OCT15	\$ 136.97
Vermont Gas Systems Inc.	Invoice	11/17/2015	3277-NOV15	\$ 305.99
Vermont Gas Systems Inc.	Invoice	12/17/2015	3277-DEC15	\$ 1,890.00

**YEAR TOTAL \$ 22,595.71**