

Resolution Relating to

AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT WITH ENGELBERTH CONSTRUCTION COMPANY FOR KING STREET CENTER PROJECT FOR ENCUMBRANCE OF SIDEWALK, GREENBELT AND NON-METERED PARKING SPACES ON A PORTION OF THE CITY'S RIGHT-OF-WAY

RESOLUTION _____

Sponsor(s): License Committee
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Fourteen

Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, the CITY owns property, including the street, sidewalk and greenbelt in front of the
2 property at 87 King Street; and

3 WHEREAS, ENGELBERTH CONSTRUCTION, INC. ("ENGELBERTH") is conducting
4 construction activities at 87 King Street for the King Street Center consisting of a 2 level complex to be
5 occupied by the King Street Center, including the erection of a construction barrier around the construction
6 site, placement of construction related vehicles and equipment and other construction related activities over an
7 area of approximately 2,011 sq. ft.; and

8 WHEREAS, obstruction of a portion of King Street, including the sidewalk, greenbelt and two (2) non-
9 metered parking spaces is necessary to enable the construction to occur; and

10 WHEREAS, the construction activities by ENGELBERTH necessitates the obstruction and
11 encumbrance of the street, sidewalk and greenbelt area and the area occupied by 2 non-metered parking spaces
12 at 87 King Street for a period in excess of 30 days; and

13 WHEREAS, ENELBERTH'S project has been reviewed and approved by the Department of Public
14 Works (hereinafter DPW) subject to the conditions referenced herein; and

15 WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of Ordinances
16 Sec. 27-32 require authorization by the City Council for such use of a public thoroughfare for periods
17 in excess of thirty (30) days;

18 NOW, THEREFORE, BE IT RESOLVED that the Honorable Mayor Miro Weinberger be and
19 hereby is authorized to execute a License Agreement with ENGELBERTH to allow ENGELBERTH to
20 obstruct the public thoroughfare at 87 King Street, including the occupation of up to two (2) non-metered
21 parking spaces, for the period commencing as of the full execution of this agreement and terminating on
22 December 3`1, 2014 as set out in substantially the same form as the agreement attached hereto, subject to the
23 approval of the City Attorney;

LICENSE AGREEMENT WITH ENGELBERTH CONSTRUCTION COMPANY
ON BEHALF OF KING STREET CENTER
FOR ENCUMBRANCE OF SIDEWALK, GREENBELT AND
NON-METERED PARKING SPACES
2014-2015 SEASON

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and ENGELBERTH CONSTRUCTION COMPANY (hereinafter ENGELBERTH or LICENSEE), a company doing business in Colchester, Vermont.

WHEREAS, the CITY owns property, including the street, sidewalk and greenbelt in front of the property at 87 King Street; and

WHEREAS, ENGELBERTH stated on its application (attached hereto as Exhibit A) that it wishes to encumber the sidewalk, greenbelt area and parking lane currently occupied by 2 non-metered parking spaces in front of 87 King Street, for a total encumbrance of approximately 2011 square feet; and

WHEREAS, ENGELBERTH is the General Contractor for this project acting on behalf of King Street Center; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

WITNESSETH:

NOW, THEREFORE, in consideration of the above and the mutual covenants the CITY and ENGELBERTH enter into the following License Agreement:

1. TERM

The term of this license agreement shall commence upon full execution of this Agreement and shall continue until December 31, 2015 or sooner as provided herein.

2. LOCATION

LICENSEE may use and encumber the sidewalk, greenbelt area and parking lane currently occupied by 2 non-metered parking spaces in front of 87 King Street, for a total encumbrance of approximately 2011 square feet (hereinafter referred to as the PREMISES) during construction at 87 King Street. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

- a. The sidewalk, greenbelt, and parking lane shall be maintained in accordance with all conditions set forth below.
- b. LICENSEE shall take all reasonable precautions to protect the public from potential hazards resulting from this use.
- c. LICENSEE shall pick up and sweep debris created by its use of the sidewalk, greenbelt, and parking lane areas.
- d. During the term of this license agreement, the LICENSEE shall not maintain or store any toxic or hazardous waste materials or contaminants upon said premises.
- e. LICENSEE shall restore the greenbelt and sidewalk as part of the project requirements by the Technical Review Committee upon completion of the project.
- f. LICENSEE shall remove, haul away, and properly dispose of accumulated snow and ice along the occupied city right of way frontage and a representative of LICENSEE shall be available at all times for snow and ice removal operations and independently monitor weather conditions in order to be prepared to clear and haul away snow no later than 3 hours following the start of a storm event. LICENSEE shall provide DPW with a 24 hour contact name and number for this purpose.
- g. LICENSEE shall insure that all marked construction vehicles and equipment remain on the construction site footprint, and will not at any point temporarily occupy the driving lanes or parking along King Street and the adjoining streets, without prior written approval of DPW. Private vehicles for construction employees shall not be parked within a two (2) block radius of the site.

- h. LICENSEE shall provide signage at both ends of the King Street sidewalk at the intersections of St. Paul Street and Pine Street to redirect pedestrians to the sidewalk on the other side of the street and provide additional signage at these intersections, warning vehicle traffic of a construction area per the drawing attached to the Encumbrance Application.
- i. LICENSEE must comply and follow at all times their approved Plan, more explicitly the streets must be routinely swept to limit dust and limit the transport of material and runoff from being transported off site and into the city's system of stormwater conveyance.

4. LICENSE FEE AND PARKING FEES

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee, which equals \$2,036. This fee shall be payable to the Burlington City Clerk's Office prior to issuance of said license.

5. REVOCAION

This license Agreement is immediately revocable should LICENSEE discontinue use of the sidewalk, greenbelt area and parking lane currently occupied by 2 non-metered parking spaces. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense all equipment and other materials or obstructions placed on the PREMISES. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

- a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy,
- b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 day notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the Endorsement shall be attached as Exhibit E.
- c. The certificate of insurance shall be provided annually on or before its stated expiration. It is the responsibility of LICENSEE to ensure that a current certificate of insurance are on file with the CITY at all times. **Failure to furnish a current certificate of insurance will result in immediate revocation of this**

license. The certificate of insurance shall be renewed annually on or before its stated expiration.

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S sidewalk, greenbelt and six (6) parking space, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including, but not limited to, zoning permits, prior to use of the CITY'S sidewalk, greenbelt area and parking lane currently occupied by 2 non-metered parking spaces and the area proposed for the bike corral bump-out.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

LICENSEE acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

12. This License Agreement supersedes all other License Agreements executed for this

location.

DATED at Burlington, Vermont, this _____ day of _____, 2014.

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor
Duly Authorized

ENGELBERTH CONSTRUCTION
COMPANY, INC.

Witness

By: _____
Duly Authorized

lb/c: GM 2014/License Agree for Encumbrance – ENGLEBERTH CONSTRUCTION for King Street Ctr., 87 King St.
(Sidewalk, Greenbelt & 2 non-metered Parking spaces) 2014
3/26/14



CITY ATTORNEY'S OFFICE
FEB 26 2014

OFFICE OF THE CLERK AND TREASURER
149 CHURCH STREET
BURLINGTON, VT 05401
Voice (802)865-7000
FAX (802)865-7014
TTY (802)865-7142
Amy Bovee (802)865-7019
Ron Gore (802)865-7562

Encumbrance Application / Renewal

Engelberth Construction Co. for
DBA NAME: King Street Center DATE: November 18, 2013
CONTACT NAME: Vicky Smith, Exec. Director PHONE: 802-862-6736 Ext 101
MAILING ADDRESS: 87 King Street FAX: _____
Burlington, VT 05402 EMAIL: vicky@kingstreetcenter.org

DBA NAME: King Street Center

COMPANY: King Street Center

LOCATION OF ENCUMBRANCE: 87 King Street, Burlington, VT

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc. with photos, diagrams, blueprints; may reference prior application):

Description: The total encumbered area for the duration of construction will be 2011 sf for twelve (12) months from January 6, 2014 to December 31, 2014.

Total Square Feet (\$1.00 per SF): 2011 SF

PLEASE ATTACH:

1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401"
2. Endorsement to Insurance Policy outlining the Cancellation Policy
3. Endorsement to Insurance Policy listing the City as Additional Insured
4. Sketch, Photo, or Blueprint of what you are proposing.
5. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \$2,036

Previous Payment	<u>-\$1,715</u>
Balance Due	<u>\$321</u>

Signature: Vicky Smith Date: 11-18-13

For office use only: Amount received \$ 1115 321 on 11/22 2/16 Check # 116 124

Sent to DPW: 11/22 Sent to Attorney: 2/26

Exhibit A



September 6, 2013

Clerk, City of Burlington
City Hall, Church St.
Burlington, Vermont 05401

This letter is written on behalf of the King Street Center to request a waiver of any encumbrance fees for the proposed King Street Center building project. We understand the waiver will cover annual fees for any portion of the project, which extends onto City property. For us that would mean the entry court pavers, a bike corral parking that will occupy one parking space, four designated King Street parking spaces for parent pick and drop off, and temporary sidewalk and road closures during construction.

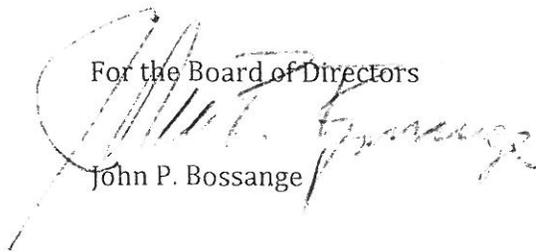
The King Street Center is located at 87 King St. in Burlington, Vermont. The Center has served children and their families for over forty years. We offer full day pre-school programs, primary education and middle school programs everyday after school and during school vacations. In addition we offer support to many families in the neighborhood, especially new Americans.

The King Street Center is a non-profit organization with 501c(3) status.

Our goals for the community with the new expansion will include broadening our offerings to children, especially in the academic areas with more tutoring centers and spaces for instruction, music and arts rooms, and technology work stations. We will also offer more community space for the adults in the neighborhood and support families with programs during the late afternoon and evening hours.

Please give me a call if you have any questions. Thank you very much.

For the Board of Directors


John P. Bossange

Cc: Vicky Smith, Executive Director
Andrew Chardain, TruexCullins
Scott Gustin, Planning and Zoning Office
Ron Gore, Department of Public Works

87 King Street
PO Box 1615
Burlington, VT 05402
T 802-862-6736
F 802-658-5328

www.kingstreetcenter.org





**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine Street, Suite A
Post Office Box 849
Burlington, VT 05402-0849
802.863.9094 VOICE
802.863.0466 FAX
802.863.0450 TTY
www.burlingtonvt.gov/dpw

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

To: Burlington City Council

January 2, 2014

From: Norm Baldwin, PE
Assistant Director, Technical Services
City Engineer & Surveyor

Ronald Gore, Excavation Inspector

Re: 87 King Street

BACKGROUND

The Department of Public Works Excavation Inspector Ronald Gore and I have met with representatives from the King Street Center and Engleberth Construction Corporation, regarding the development of the proposed project at 87 King Street. The Owner / Contractor are seeking the city's approval to occupy the city's right-of-way adjoining the project for an extended period of time, beginning January 20th to December 15th, 2014.

According to the City of Burlington Code of Ordinances the Department of Public Works has limited authority in issuing Obstruction Permits. The Department of Public Works is authorized to issue Obstruction Permits for a period of 30 days (or less) with the ability to issue extensions to that permit on a week to week basis. Given these limitations we have redirected this request to the attention of the City Attorney's office seeking approval by the Burlington City Council.

The proposed project is approximately 21,500 square feet, consisting of a 2 level complex to be occupied by the King Street Center for educational programs. Given the lot size and building configuration the contractor has determined it is a necessity for the project to temporarily occupy the sidewalk/ greenbelt area along with the parking lane (2 non-metered spaces) within the encumbered area. The Department of Public Works has reviewed the construction plans / schedule, along with the various phases of construction, the method of construction and staging on this site and we have independently confirmed the need is real and unavoidable.

Non-Discrimination

The City of Burlington will not tolerate unlawful harassment or discrimination on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status or genetic information. The City is also committed to providing proper access to services, facilities, and employment opportunities. For accessibility information or alternative formats, please contact Human Resources Department at 865-7145.

Their occupation will include the King Street property boundary of this building for the construction site. This area includes the sidewalk, greenbelt area and the parking lane consisting of 2011 square feet. The existing roadway will not be affected by the Encumbrance Permit.

As in customary the contractor will be providing signage at both ends of King Street sidewalk at the intersections of Saint Paul Street and Pine Street to redirect pedestrians to the sidewalk on the other side of the street. Additional signage also located on these intersections, warning vehicle traffic of a construction area. (see drawing A453)

DPW has been notified by the contractor that the greenbelt and sidewalk will be replaced as part of the project requirements by the Technical Review Committee. Also approved is the request for an additional section of sidewalk to the edge of the curb for pedestrian use (18" x 60) to enter or exit vehicles at the curb area. A bike corral was also requested, to be located on a bump out section (see Landscape Drawing WHLA) This request was reviewed by DPW Transportation Planner, Nicole Losch, and approved for overall size and location. The bike corral area was part of the project requirements established by The Technical Review Committee.

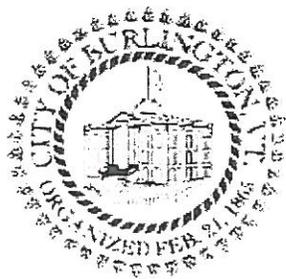
Given the project will limit the placement of snow and ice onto the greenbelt during the winter season, it will be the responsibility of the contractor to remove, haul away and properly dispose of accumulated snow, along the occupied City Right of Way frontage. The contractor will be available at all times to remove the snow & ice as needed. The assigned contractor will independently monitor weather conditions and should be on site, prepared to clear and remove snow and ice no later than three (3) hours following the start of the storm event. DPW should be provided a 24 hour contact name and telephone number.

The General Contractor will provide the required liability insurance.

Private vehicles for the various construction employee's shall not be parked within a two (2) block radius of the site.

All marked construction vehicles and equipment shall remain on the construction site footprint, and will not at any point temporary occupy the driving lanes or parking on adjoining streets without prior written approval of DPW

DPW provides these recommended conditions to assist the Burlington City Council in their deliberations. Please feel free to add, delete or amend the conditions as you feel appropriate or necessary.



OFFICE OF THE CLERK AND TREASURER
 149 CHURCH STREET
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 Amy Bovee (802)865-7019
 Ron Gore (802)865-7562

Encumbrance DPW Approval Form

Effective 05/01/2013 - 04/30/2014

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: KING STREET CENTER

DATE: Monday, September 16, 2013

COMPANY: KING STREET CENTER

PHONE: 802-862-6736 X101

LOCATION: 87 KING ST

FAX:

MAILING ADDRESS: VICKY SMITH
 87 KING ST
 BURLINGTON, VT 05401

RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes No

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes No

3. Additional Comments: SEE APPROVED TRAFFIC PLAN
CONTRACTOR WILL REMOVE SNOW

4. A 1,690 square foot placement of SIDEWALK CLOSURE FROM JANUARY 1, 2014 TO DECEMBER 31, 2014 at 87 KING ST

DEPARTMENT OF PUBLIC WORKS

Approved? Yes

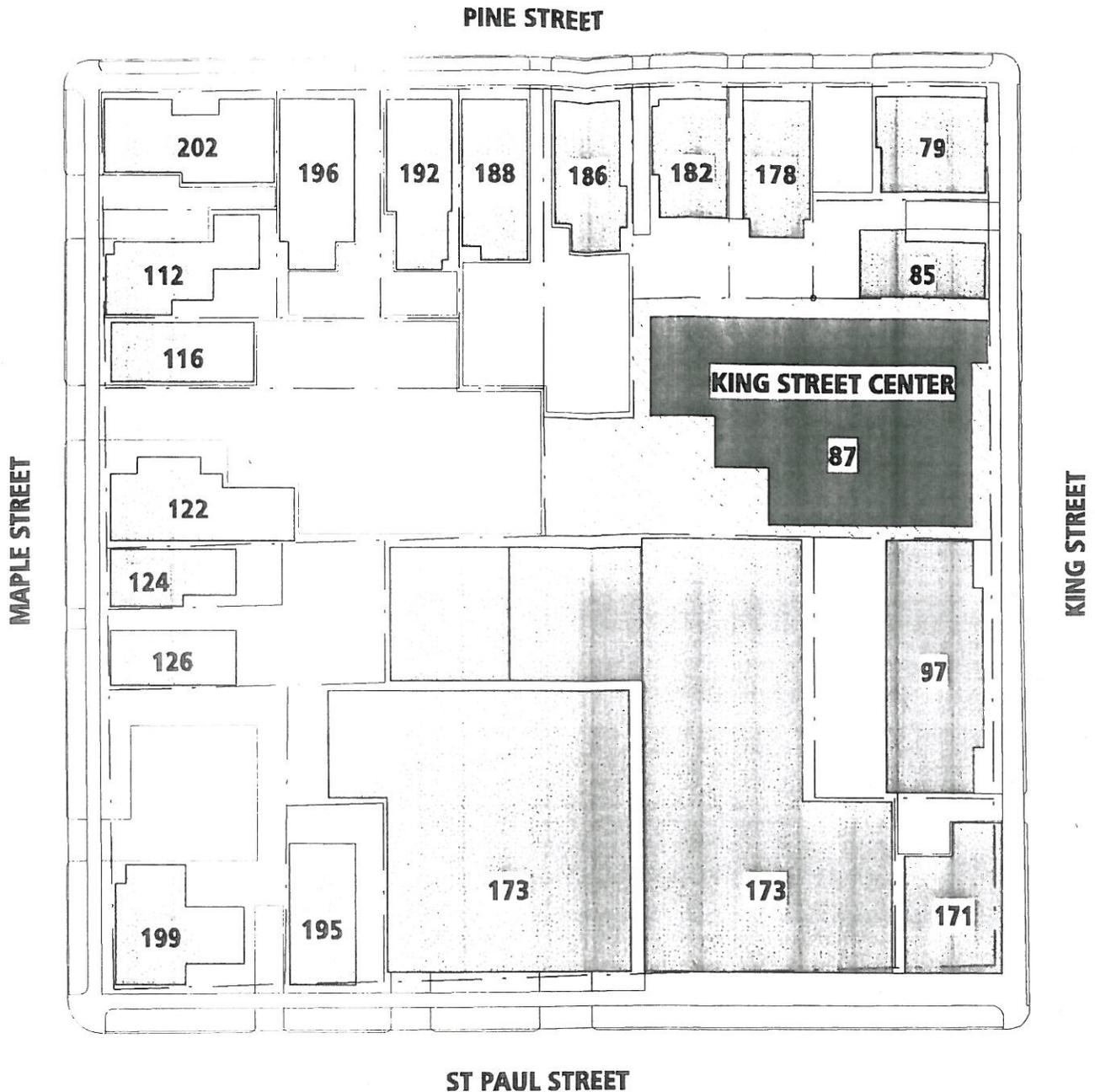
No

Explain: SEE ATTACHED TRAFFIC PLAN
TUMP ENCUMBRANCE

Signature Ron Gore

Date: 02/25/14

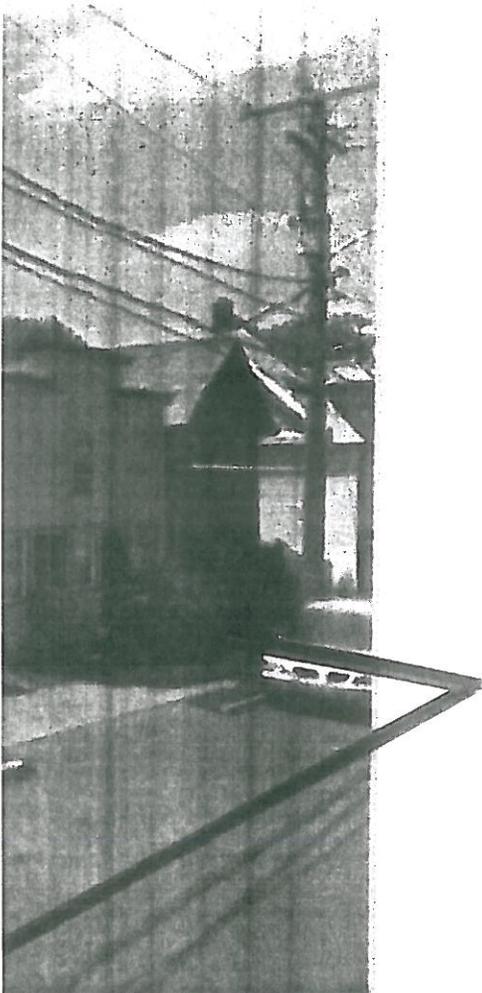
Exhibit B



N → EXISTING NEIGHBORHOOD CONTEXT
 KING STREET CENTER SITE
 PROPOSED KING STREET CENTER FOOTPRINT
 — SIDEWALKS, CURBS & DRIVEWAYS

N →

Exhibit C-1



AERIAL VIEW - LOOKING SOUTH

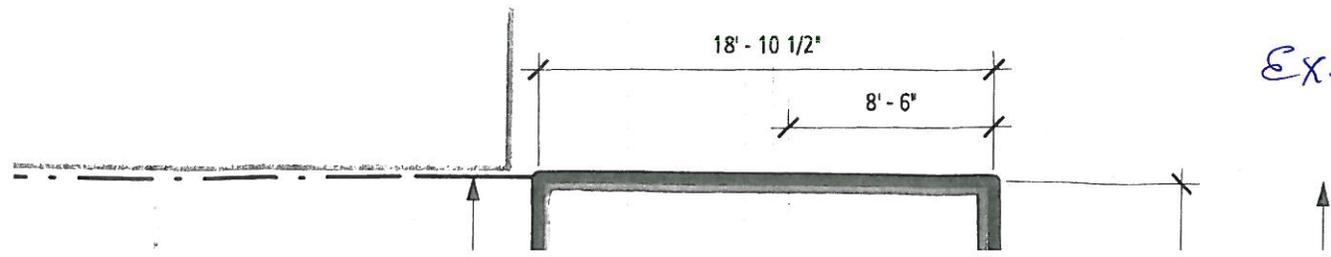
ENCUMBERED

ED AREA

Exhibit C-2

18' - 10 1/2"

8' - 6"



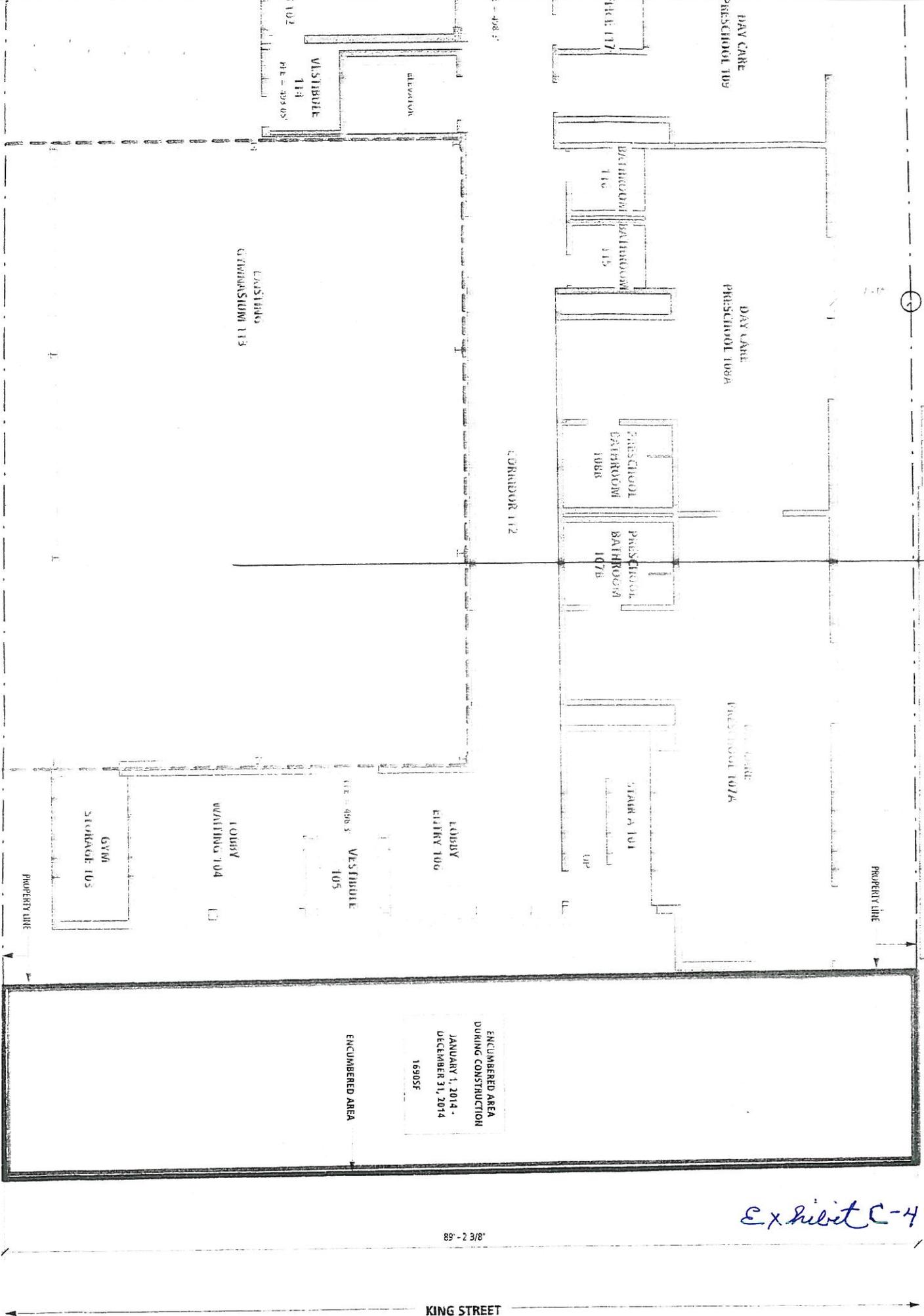


STREET VIEW - KING STREET CENTER

5

4

3



ENCUMBERED AREA
 DURING CONSTRUCTION
 JANUARY 1, 2014 -
 DECEMBER 31, 2014
 1690SF

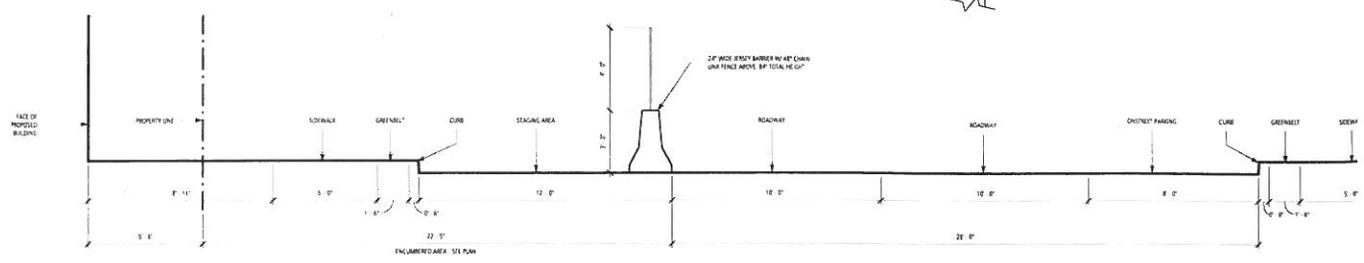
Exhibit C-4

89'-2 3/8"

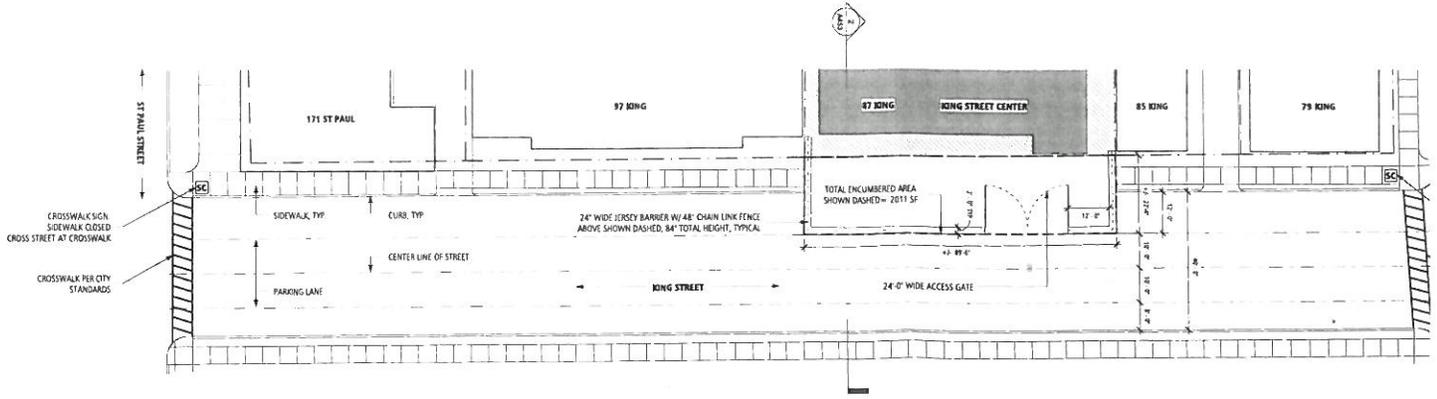
KING STREET



TYPICAL CROSSWALKS
TWO LOCATIONS - EITH
OF KING STREET AT
STREET AND ST PAUL!



KING STREET ENCUMBRANCE AREA - CROSS SECTION 3/8" = 1'-0"



KING STREET ENCUMBRANCE AREA - PLAN 1/16" = 1'-0"

Exhibit C.5

ITEMS

- Street Tree - Armstrong Red Maple
(approved by city arborist - Warren Spinner)
- Perennial Beds & Lawn
- Concrete Paving - City std.
- Bike Corral - Dero product - 'Cycle Stall Elite'
(approved by city transportation planner - Nicole Losch)

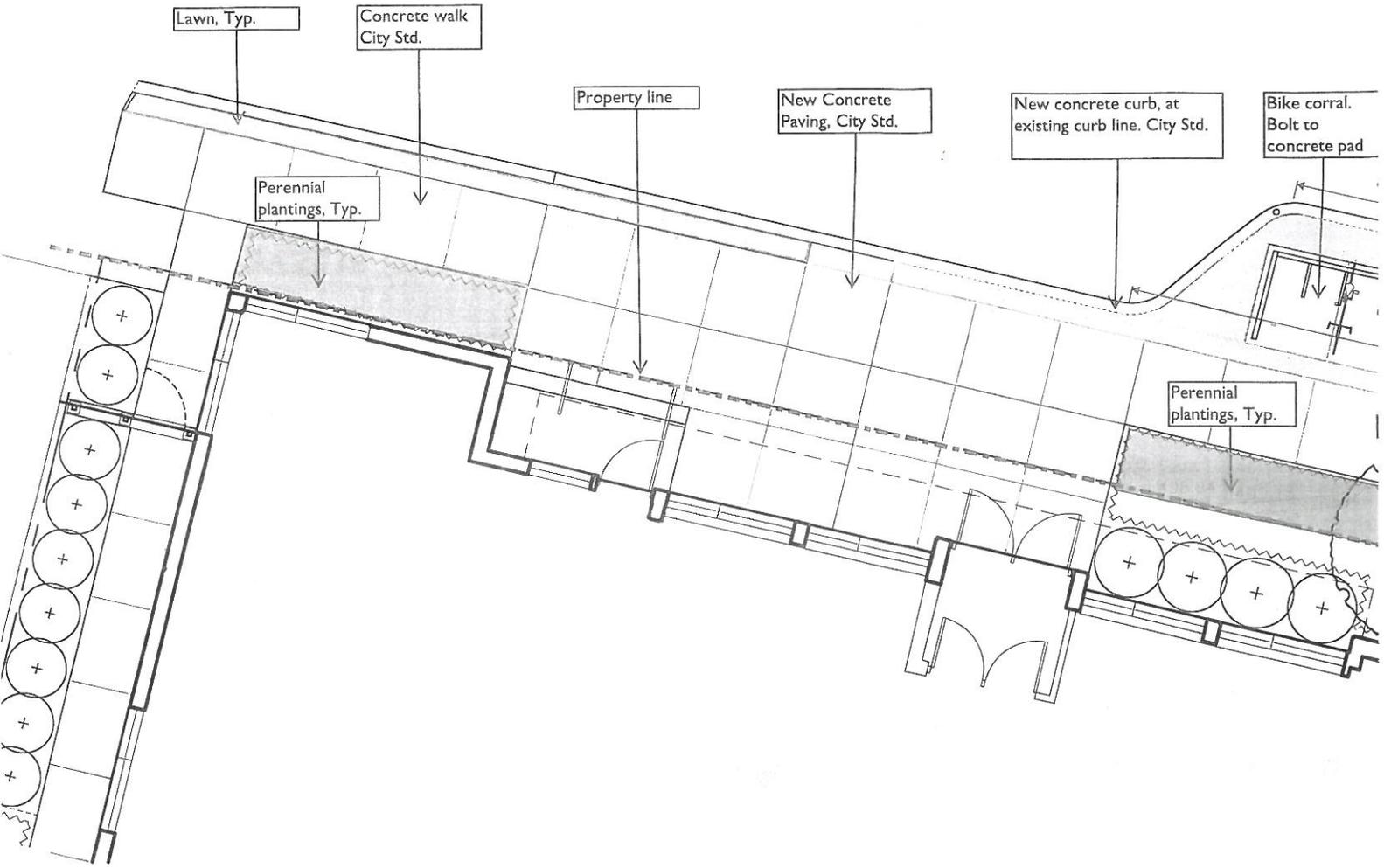
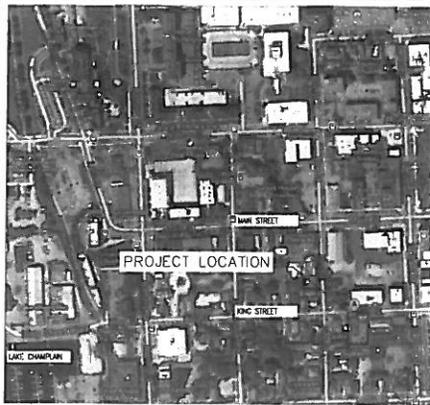
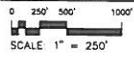


Exhibit C-6

S:\PROJECTS\10-2013\13004 King Street Center\dwg\13004_C2.dwg Site Plan.dwg, 12/7/2013 5:50:07 PM



SITE LOCATION



LEGEND

EXISTING FEATURES	PROPOSED FEATURES
○ 7/2	CLEAN OUT ○ 7/0
○	MANHOLE ○
○	CATCH BASIN ○
○	YARD DRAIN ○
○	STORM MANHOLE ○
○	TAPPING SLEEVE AND VALVE ○
○	GATE VALVE ○
○	HYDRANT ○
○	WATER SHUT OFF ○
○	LIGHT POLE ○
○	UTILITY POWER POLE ○
○	SOIL BORING ○
○	SIEN ○
○	SPOT ELEVATION +105.3
—	FENCE —
—	CONTOUR — 100
—	SHALE —
—	PROPERTY LINE —
—	EDGE OF PAVEMENT —
—	SANITARY SEWER LINE — S
—	STORM LINE — ST
—	WATER LINE — W
—	UNDERGROUND ELECTRIC — UE
—	OVERHEAD ELECTRIC — OH
—	UNDERGROUND TELEPHONE —
—	GAS LINE — G
—	UNDER DRAIN — UD
—	RIGHT-OF-WAY LINE —
—	STRIP WATTLE —
—	CONCRETE SIDEWALK —
—	ASPHALT PAVEMENT —
—	BASE FOR PERMANENT PAVES SEE DETAIL 4/C13.0 —

PROPOSED SITE AND UTILITY SCHEDULE

SANITARY SEWER FEATURES

- S51 NEW 1,000 GALLON BRIDGE INTERCEPTOR SEE DETAIL 3/C13.2
- S52 NEW 48" DIAMETER PRECAST SANITARY SEWER MANHOLE RM = 482.74
483.04 - 4" PVC INV. IN (N)
483.04 - 4" PVC INV. IN (E)
483.94 - 8" PVC INV. OUT (W)
- S53 NEW 48" DIAMETER PRECAST SANITARY SEWER MANHOLE RM = 488.32 (MATCH ROAD)
483.95 - 8" PVC INV. IN (E) FIELD VERIFY
- S54 NEW 8" PVC SANITARY SEWER LINE FROM S52 TO S53
- S55 NEW 4" PVC SANITARY SEWER LINE TO GREASE INTERCEPTOR
- S56 NEW 4" PVC SANITARY SEWER LINE TO S52
- S57 NEW 4" PVC GREASE VENT LINE

SITE FEATURES

- P1 NEW WOOD SLATED SECURED GATE, SEE ARCHITECTURAL PLANS
- P2 ALIGN NEW SIDEWALK WITH EXISTING AT NEAREST CONTROL JOINT
- P3 NEW CONCRETE SIDEWALKS SEE DETAIL 2/C13.0
- P4 NEW CONCRETE CURB SEE DETAIL 3/C13.0
- P5 NEW 6" WOODEN STORAGE FENCE
- P6 NEW MAINTENANCE PLAY AREA, SEE LANDSCAPE PLAN
- P7 NEW CHAIN LINK SECURED GATE, SEE ARCHITECTURAL PLANS
- P8 CONCRETE STAIR AND RAILING PER LANDSCAPE DRAWINGS

STORM SEWER FEATURES

- S71 NEW (2 OR 3) 8" W X 8" L X 8" D 3,000 GALLON STORAGE TANK SEE DETAIL 2/C13.1
- S72 NEW (2) 12" PVC PIPES CONNECTING PROPOSED STORAGE TANKS INV. = 1' ABOVE TANK INV.
- S73 NEW VERTICAL PIPE IN STORAGE TANK TO PROVIDE OUTLET CONTROL SEE DETAIL 2/C13.1
- S74 INSTALL ALUMINUM FLAP CHECK VALVE AT EACH NEW CONNECTION TO STORAGE TANK INLET CODE INLETS FOR EXISTING DRAIN LINES (2)
- S75 NEW 8" PVC DRAINAGE LINE
- S76 NEW 8" PVC ROOF LEADER DRAIN 104 NEW DRAIN BASH 492.00 - RM 492.50 - 8" INV. OUT 101 NEW DRAIN BASH 492.81 - RM 492.95 - INV. OUT 102 NEW DRAIN BASH 492.00 - RM 492.00 - RM 103 NEW INLINE DRAIN 392.00 - RM 499.50 - 8" INV. OUT 104 NEW INLINE DRAIN 493.10 - RM 492.80 - 8" INV. OUT 105 NEW INLINE DRAIN 495.25 - RM 492.75 - 8" INV. OUT 106 NEW DRAIN BASH 497.80 - RM 495.00 - 8" PVC. OUT 107 NEW DRAIN BASH 497.80 - RM 495.00 - 8" INV. OUT 108 NEW INLINE DRAIN 499.80 - RM 497.40 - 8" PVC. OUT

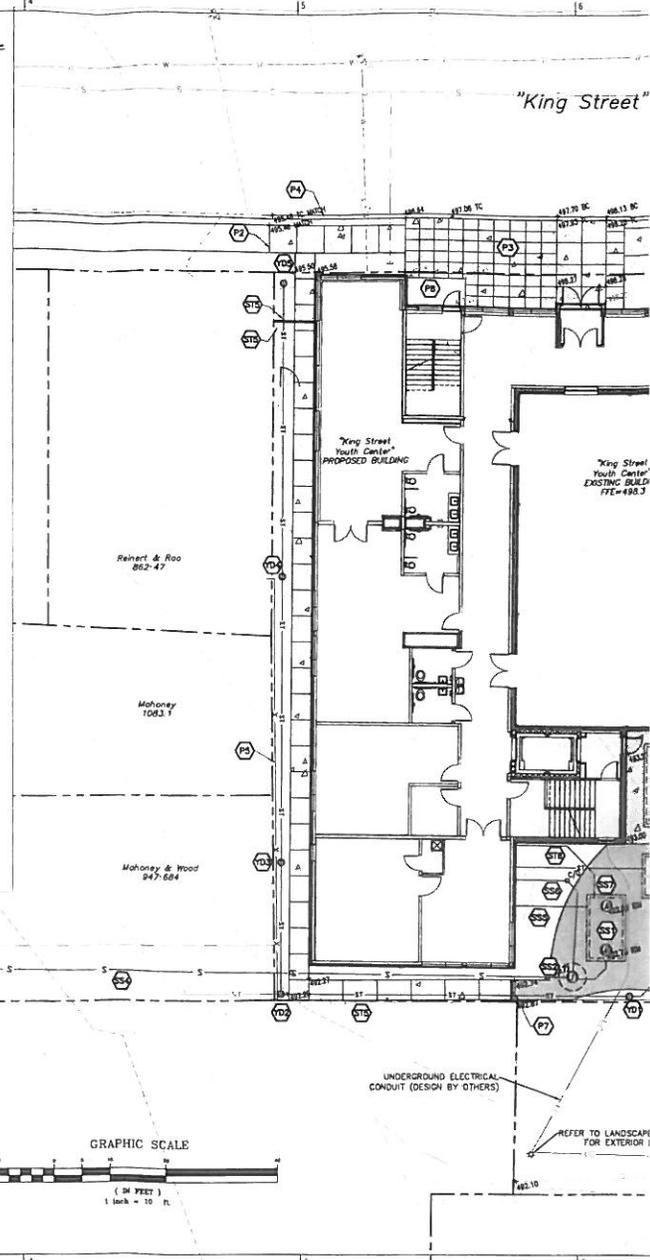
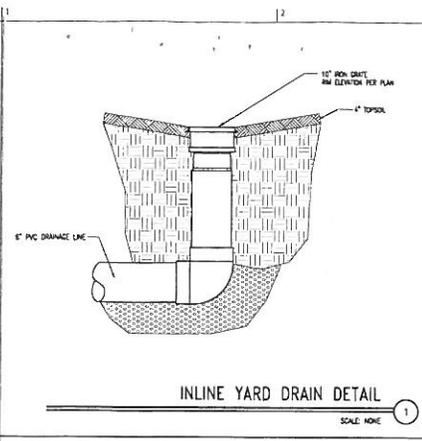
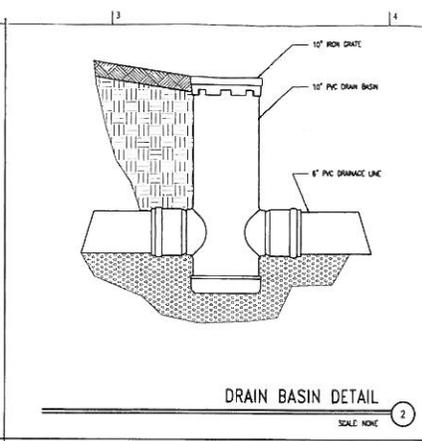


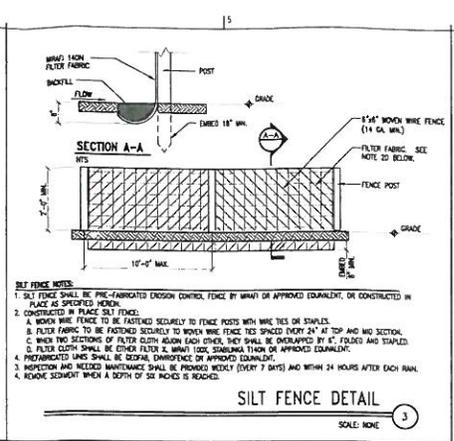
EXHIBIT C-7



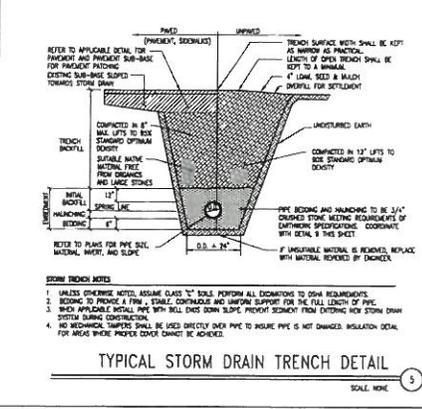
INLINE YARD DRAIN DETAIL
SCALE: NONE



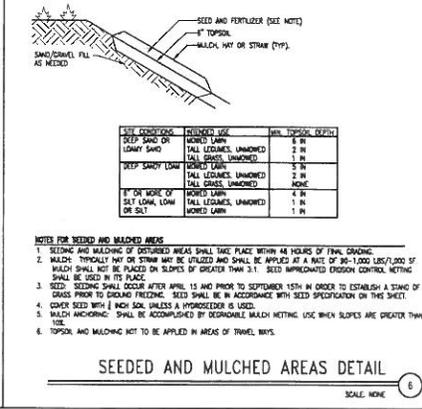
DRAIN BASIN DETAIL
SCALE: NONE



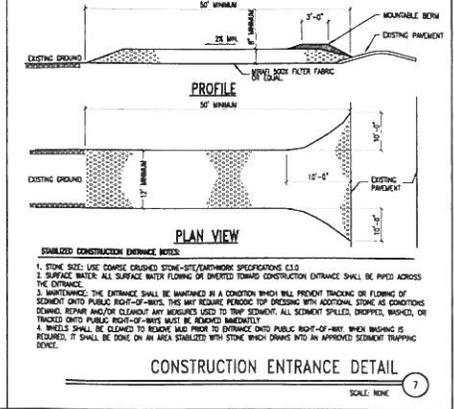
SILT FENCE DETAIL
SCALE: NONE



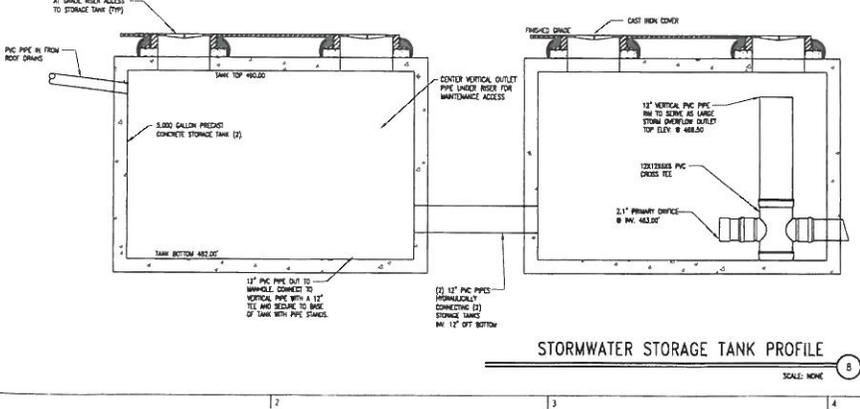
TYPICAL STORM DRAIN TRENCH DETAIL
SCALE: NONE



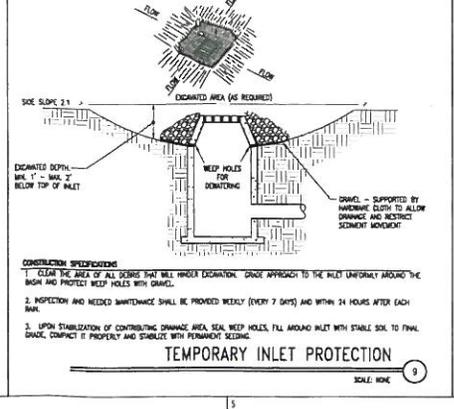
SEEDING AND MULCHED AREAS DETAIL
SCALE: NONE



CONSTRUCTION ENTRANCE DETAIL
SCALE: NONE



STORMWATER STORAGE TANK PROFILE
SCALE: NONE



TEMPORARY INLET PROTECTION
SCALE: NONE

EXHIBIT C-8



ENGEOS-01

KWS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2014

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

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

PRODUCER Hickok & Boardman, Inc. - BUR 346 Shelburne Road PO Box 1064 Burlington, VT 05402-1064	(802) 658-3500	CONTACT NAME: Jacqueline M Lockwood PHONE (A/C, No, Ext): (802) 383-1630 E-MAIL ADDRESS: jlockwood@hbinsurance.com FAX (A/C, No): (802) 658-0541
INSURED Engelberth Construction, Inc. 463 Mountain View Dr Suite 200, 2nd Floor Colchester, VT 05446		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co INSURER B: The Charter Oak Fire Ins Co INSURER C: National Union Fire Ins Co of PA INSURER D: Standard Fire Ins Co INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	DTCO977K8687IND13	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	DT810977K8687COF13	6/1/2013	6/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$500 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE		BE15808924	6/1/2013	6/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	DTCUB977K868713	6/1/2013	6/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project No 13-6697. King Street Center Renovations and Additions. The City of Burlington is included as Additional Insured per terms and conditions of attached Gen Liab form CGD246(08/05); and Auto Liab form CAT353(03/10) and CA0001(03/10).

Notice of Canc - 45 Days - please refer to attached forms for Terms and Conditions Gen Liab/Auto Liab form ILT400(12/09) and WC form WC990611(A).

CERTIFICATE HOLDER

City of Burlington
City Clerk's Office
Encumbrance Application Div
149 Church St
Burlington, VT 05401-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Scott Boardman

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
 - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL EFFECTS K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|--|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.



COMMERCIAL AUTO

- 19** Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only

Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this coverage form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.

SECTION II – LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.



- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this coverage form.

2. Concealment, Misrepresentation Or Fraud

This coverage form is void in any case of fraud by you at any time as it relates to this coverage form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This coverage form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this coverage form.

3. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this coverage form.

5. Other Insurance

- a. For any covered "auto" you own, this coverage form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this coverage form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this coverage form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this coverage form's Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this coverage form and any other coverage form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our coverage form bears to the total of the limits of all the coverage forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this coverage form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this coverage form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

POLICY NUMBER: DT-810-977K8687-COF-13

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 45

NONRENEWAL:

Number of Days Notice of Nonrenewal:

PERSON OR

ORGANIZATION: City of Burlington

ADDRESS: City Clerk's Office
Encumbrance Application Div
149 Church St
Burlington, VT 05401

RE: Project No 13-6697. King Street Center Renovations and Additions.

PROVISIONS:

- A.** If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B.** If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.



WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 06 11 (A)

POLICY NUMBER: (DTCUB-977K868-7-13)

NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of day's written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

1. Name: City of Burlington

Address: City Clerk's Office
Encumbrance Application Div
149 Church St
Burlington, VT 05401
RE: Project No 13-6697. King Street Center Renovations and Additions

2. Number of Days Written Notice: 45 Additional Days

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium \$
Insurance Company Countersigned by _____