

Resolution Relating to

RESOLUTION

Sponsor(s): Councilors Blais,
Tracy, Ayres: License Com.

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT WITH
ENGINEERS CONSTRUCTION, INC. TO ENCUMBER
SIDEWALK AND GREENBELT AND OCCUPY SIX METERED
PARKING SPACES ON A PORTION OF THE CITY'S RIGHT-OF-WAY

CITY OF BURLINGTON

In the year Two Thousand Thirteen.....

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

That WHEREAS, the CITY owns property, including the street, sidewalk and greenbelt in
front of the property at 101 Main Street and 151 St. Paul Street; and

WHEREAS, ENGINEERS CONSTRUCTION, INC. ("ENGINEERS") is conducting construction
activities at 151 St. Paul Street over an area of approximately 1,8755 sq. ft.; and

WHEREAS, ENGINEERS CONSTRUCTION, INC. ("ENGINEERS") is conducting construction
activities at 101 Main Street over an area of approximately 2,645 sq. ft. for a total of 4,520 sq. ft.; and

WHEREAS, obstruction of a portion of Pine Street just south of Main Street, including six (6)
parking meters, is necessary to enable the construction to occur; and

WHEREAS, in light of the duration of the construction project, the License Committee
recommends that a permit for obstruction of a portion of Pine Street including six (6) metered parking
spaces be authorized with a license fee of \$2,670 and the parking meter obstruction fee of \$35,616
(\$7 day/848 days/6 meters); and

WHEREAS, the construction activities by ENGINEERS necessitates the obstruction and
encumbrance of the street, sidewalk, and greenbelt area in and around the property at 101 Main Street and
151 St. Paul Street for a period in excess of 30 days; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Honorable Mayor Miro Weinberger be and
hereby is authorized to execute a License Agreement with ENGINEERS to allow ENGINEERS to
obstruct the public thoroughfare at 101 Main St. and 151 St. Paul Street, including the occupation of one
(6) metered

LICENSE AGREEMENT
ENGINEERS CONSTRUCTION, INC.

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 ENGINEERS CONSTRUCTION, INC, a corporation with its offices in So. Burlington, Vermont (hereinafter ENGINEERS or LICENSEE).

WHEREAS, the CITY owns property, including the street, sidewalk and greenbelt in front of the property at 101 Main Street and 151 St. Paul Street; and

WHEREAS, ENGINEERS stated on its application (attached hereto as Exhibit A) that it wishes to encumber the sidewalk and greenbelt that fronts 151 St. Paul Street, with an encumbrance that is approximately 1875 square feet; and

WHEREAS, ENGINEERS is also seeking to encumber the sidewalk, greenbelt and the first 6 metered parking spaces on the east side of Pine Street just south of Main Street representing an encumbered area of approximately 2645 square feet, for a total of 4520 square feet of encumbered area, 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 ENGINEERS 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 October 31, 2015 or sooner as provided herein.

2. LOCATION

LICENSEE may use and encumber the sidewalk, in two locations - the first being the area that fronts 151 St. Paul Street and the second being the east side of Pine Street just south of Main Street that also fronts the parcel being developed, with the total street encumbrance size being approximately 4520 square feet including six (6) parking spaces (hereinafter referred to as the PREMISES) for construction on these two commonly owned parcels identified as 101 Main Street and 151 St. Paul Street. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

- a. The sidewalk, greenbelt and six (6) parking spaces 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 six (6) parking spaces.
- 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 upon completion of the project with new trees to be planted according to the landscape plan submitted as part of the requirements established within the Technical Review Committee. Additionally, given that the soil within the greenbelt will be impacted/compacted by the construction activities that prevent sustainable plant growth within the greenbelt, LICENSEE shall be responsible for the replacement of topsoil to a depth of 3 feet, within that portion of the greenbelt between the curb and the sidewalk for the frontage occupied by 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 the private vehicles of construction employees shall not be parked on the street anywhere within a 2 block radius of the site.
- h. 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 St. Paul Street, Main Street, Pine Street and the adjoining streets, without prior written approval of DPW.
- i. LICENSEE shall maintain the Traffic Control Plan Labeled Exhibit 1 attached to the Developers Encumbrance Application and attached hereto.
- j. All utilities will be located, described in Engineering Site Drawings and afforded the appropriate protections and filed verification for depth and location. Any damage to utilities facilities that can be directly related to the LICENSEE'S efforts that are being assumed by the adjoining utilities will be the responsibility of the LICENSEE. LICENSEE must provide immediate notice to any utilities impacted or damaged by their construction activities.
- k. LICENSEE must comply and follow at all times their approved EPSC 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. This fee shall be payable to the Burlington City Clerk's Office prior to issuance of said license. There shall be a fee of \$7.00 per day for a parking space fee, for the period commencing approximately July 5, 2013 and ending October 31, 2015. The parking fee shall be paid to the City of Burlington Department of Public Works.

LICENSEE shall compensate the city for all meter hood fees for the duration of the project and pay the city on a monthly basis, one week prior to the start of the month. The fee for occupying a metered parking space is \$7/day-meter. It is anticipated that six (6) metered parking space will be occupied beginning on July 5, 2013 and continuing to October 31, 2015. The parties anticipate the total number of days occupied will be approximately 848 days, applying the meter hood fee of \$7/day-meter it is anticipated that the developer will be required to pay a total of \$35,616 in meter hood fees.

5. REVOCATION

This license Agreement is immediately revocable should LICENSEE discontinue use of the sidewalk, greenbelt and six (6) 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 and six (6) parking spaces.

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 _____, 2013.

CITY OF BURLINGTON

Witness

By:

Steven Goodkind, Director of Public Works

ENGINEERS CONSTRUCTION, INC.

Witness

By:

Duly Authorized

B03303-3 / #99

lb/c: GM 2013/License Agree for Encumbrance – HILTON GARDEN Hotel Project, Engineers Construction) 101 Main St. & 151 St. Paul St. (Sidewalk, Greenbelt & 6 Parking Meters) 2013
6/13/13



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

DBA NAME: ENGINEERS CONSTRUCTION DATE: 5/9/13
CONTACT NAME: GREG LEECH PHONE: 802-861-3652
MAILING ADDRESS: PO BOX 2187 FAX: 802-862-9703
J. BURLINGTON, VT 05407 EMAIL: gleech@ecivt.com

DBA NAME: SAME

COMPANY: SAME

LOCATION OF ENCUMBRANCE: ST. PAUL STREET

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: ROAD AND SIDEWALK CLOSURE ON ST. PAUL STREET
FOR NEW HOTEL CONSTRUCTION.

Total Square Feet (\$1.00 per SF): 2645

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" with a 30 DAY NOTICE FOR CANCELLATION EFFECTIVE MAY 1 TO APRIL 30 OF THE CURRENT YEAR in the amount of \$2 million for the general aggregate and \$1 million for each occurrence. Your insurance agent can fax the certificate to this office at the above number.

2. Sketch, Photo, or Blueprint of what you are proposing.

3. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: 2670

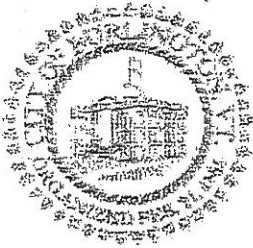
Signature: [Signature] GREG LEECH

Date: 5/9/13

For office use only: Amount received \$ 2,670 on 5/10
Sent to DPW: 5/13 Sent to Attorney: _____

Check # 85826

Exhibit A-1



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

DBA NAME: ENGLEWOOD CONSTRUCTION DATE: MAY 24, 2012
CONTACT NAME: GREG LEECH PHONE: 802-863-6284
MAILING ADDRESS: PO BOX 2187 FAX: 802-862-7700
S. BURLINGTON, VT EMAIL: jleech@ecvt.com

DBA NAME: ENGLEWOOD CONSTRUCTION

COMPANY: _____

LOCATION OF ENCUMBRANCE: PINE STREET

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: EX1 PROPOSES TO INSTALL A CHAIN LINK FENCE
ALONG PINE STREET TO PREVENT THE PUBLIC FROM WORK
ACTIVITIES.

Total Square Feet (\$1.00 per SF): 1875

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: 1900⁰⁰

Signature: [Signature]

Date: 5/24/12

For office use only: Amount received \$ 1900 on 6/4 Check # 86451
Sent to DPW: 6/4 Sent to Attorney: _____

Exhibit A2



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 DPW Approval Form

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

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: ENGINEERS CONSTRUCTION INC DATE: Monday, May 13, 2013
COMPANY: ENGINEERS CONSTRUCTION INC PHONE: 861-3652
LOCATION: ST. PAUL ST. FAX: 862-9703
MAILING ADDRESS: GREG LEECH
PO BOX 2187
S. BURLINGTON, VT 05407

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: GENERAL CONTRACTOR WILL MAINTAIN AREA FOR SNOW REMOVAL

4. A 2,645 square foot placement of ROAD AND SIDEWALK CLOSURE ON ST. PAUL STREET FOR NEW HOTEL CONSTRUCTION at ST. PAUL ST.

DEPARTMENT OF PUBLIC WORKS

Approved? Yes ☒

No ☐

Explain: ADDITIONAL REFLECTIVE WARNING SIGNAGE (STRIPS) ON FENCE
CONSTRUCTION AREA - CAUTION
PLACE @ SAINT PAUL / MAIN

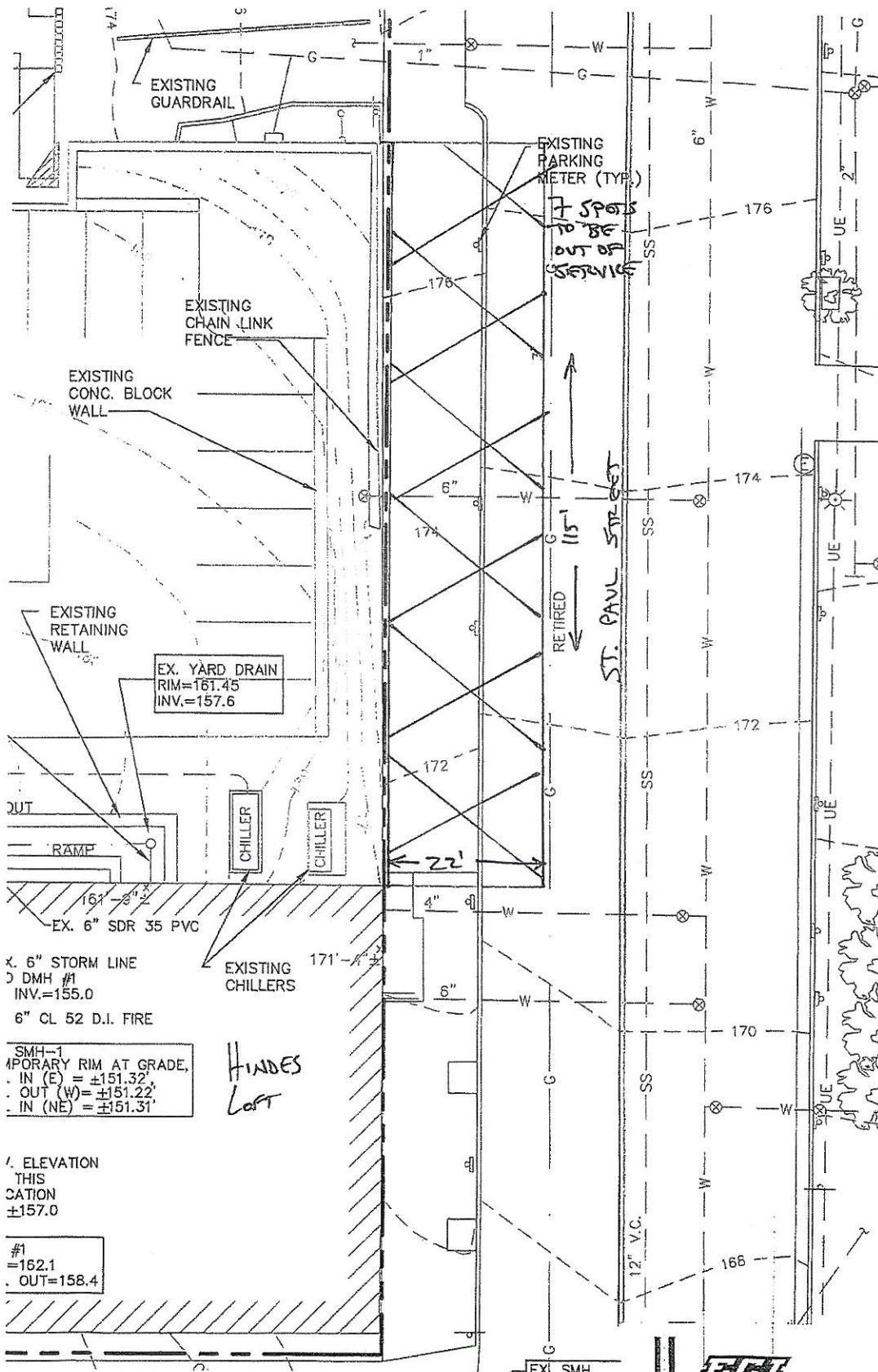
Signature Ron Gore

Date: 06/13/13

SEE ATTACHED SITE PLAN

Exhibit B

T D BANK
NORTH



X. 6" STORM LINE
DMH #1
INV.=155.0
6" CL 52 D.I. FIRE

SMH-1
PROPOSED RIM AT GRADE,
IN (E) = ±151.32,
OUT (W) = ±151.22,
IN (NE) = ±151.31

ELEVATION
THIS
SECTION
±157.0

#1
=162.1
OUT=158.4

HINDS
Left



ENGINEERS CONSTRUCTION, INC
Greg Leech
Project Manager

P.O. BOX 2187
SO. BURLINGTON, VT 05407
Direct: (802) 861-3652
Office: (802) 863-6389
Fax: (802) 862-9703
Mobile: (802) 324-2368
www.echvt.com

Exhibit C
-1

Proposed fence

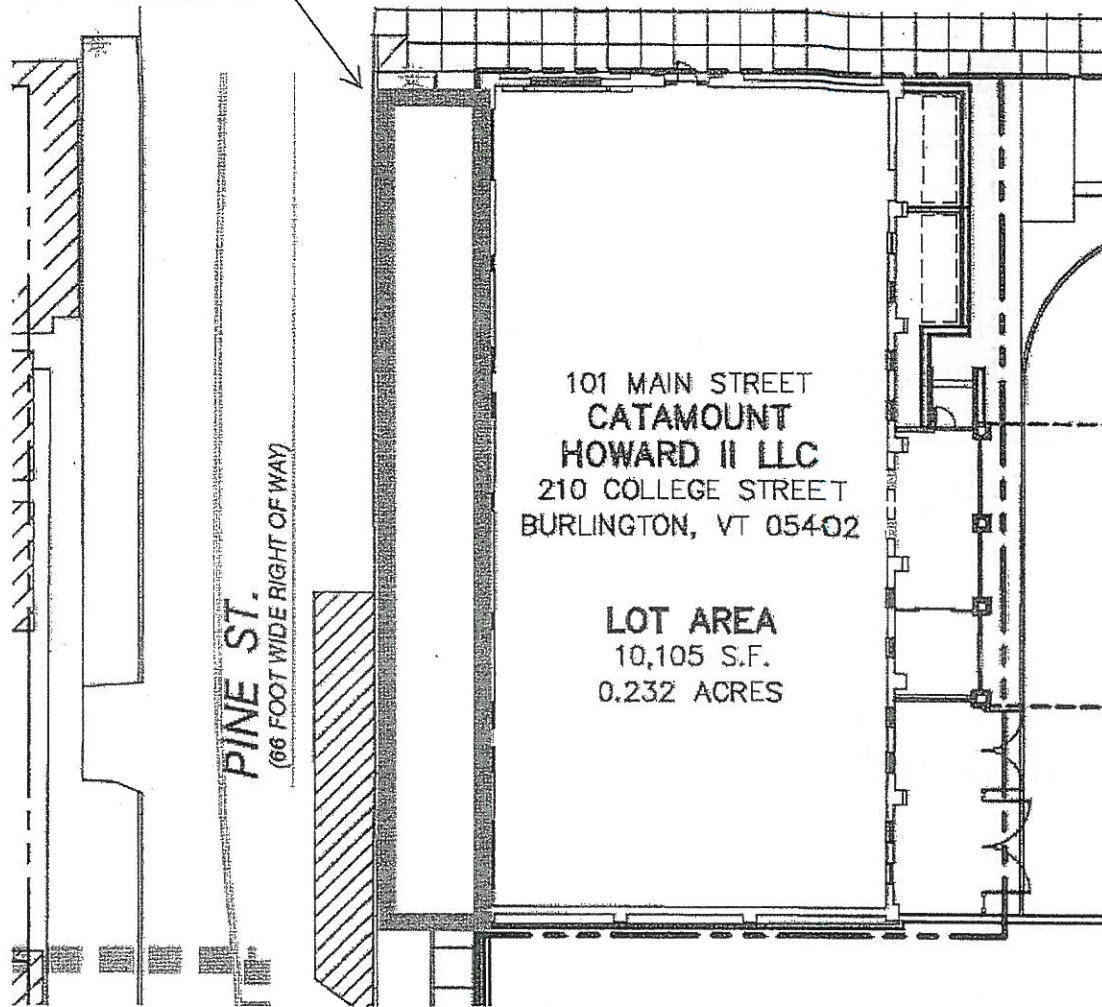


Exhibit C-2



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2013

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 Essex Agency, Inc. 2 Railroad Street P.O. Box 239 Essex Junction VT 05452-0239	CONTACT NAME: Diana Blow PHONE (A/C No. Ext): (802) 878-5334 E-MAIL ADDRESS: dianab@essexagency.com FAX (A/C No.): (802) 288-8012
INSURED Engineers Construction Inc PO Box 2187 South Burlington VT 05407	INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company INSURER B: Continental Western Ins Co INSURER C: Scottsdale Insurance Company INSURER D: Acadia Insurance Co INSURER E: INSURER F:
	NAIC # 31325

COVERAGES CERTIFICATE NUMBER: 13-14 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes X C U GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	CA000008215-08	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000					
	MED EXP (Any one person) \$ excluded					
	PERSONAL & ADV INJURY \$ 1,000,000					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CAA0170529-17	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$					
	BODILY INJURY (Per accident) \$					
	PROPERTY DAMAGE (Per accident) \$					
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		XLS0078919	1/1/2013	1/1/2014	Business Auto Extension End \$
	EACH OCCURRENCE \$ 5,000,000					
	AGGREGATE \$ 5,000,000					
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 <input checked="" type="checkbox"/> N	N/A	WCA0170530-17	1/1/2013	1/1/2014	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
	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)

RE: Chain Link Fence on Pine Street, Burlington VT

Certificate holder is listed as Additional Insured in regards to General Liability on CG2010 - endorsement is in process

Policy is being amended to provide 15 days notice of cancellation for non-payment or 45 days notice for any other reason rather than the 10/30 that is currently listed

CERTIFICATE HOLDER

CANCELLATION

City of Burlington Clerk/Treasurer's Office Encumbrance Application Department 149 Church Street Burlington, VT 05401	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 Diana Blow/DIANA <i>Diana S. Blow</i>
---	--

Exhibit D-1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/13/2013

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 Essex Agency, Inc. 2 Railroad Street P.O. Box 239 Essex Junction VT 05452-0239		CONTACT NAME: Diana Blow PHONE (A/C No. Ext): (802) 878-5334 FAX (A/C No): (802) 288-8012 E-MAIL ADDRESS: dianab@essexagency.com	
INSURED Engineers Construction Inc PO Box 2187 South Burlington VT 05407		INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Insurance Company INSURER B: Continental Western Ins Co INSURER C: Scottsdale Insurance Company INSURER D: Acadia Insurance Co 31325 INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 13-14 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CA000008215-08	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ excluded
	<input checked="" type="checkbox"/> Includes X C U						PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY			CAA0170529-17	1/1/2013	1/1/2014	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						
C	UMBRELLA LIAB			XLS0078919	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	EXCESS LIAB						BODILY INJURY (Per person) \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WCA0170530-17	1/1/2013	1/1/2014	Business Auto Extension End \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						EACH OCCURRENCE \$ 5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						AGGREGATE \$ 5,000,000
							WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
							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)

RE: Hilton Garden Inn Project

Certificate holder is listed as Additional Insured in regards to General Liability on CG2010 - endorsement is in process

Policy is being amended to provide 15 days notice of cancellation for non-payment or 45 days notice for any other reason rather than the 10/30 that is currently listed

CERTIFICATE HOLDER

CANCELLATION

City of Burlington
Clerk/Treasurer's Office
Encumbrance Application Department
149 Church Street
Burlington, VT 05401

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

Diana Blow/DIANA

Exhibit D-2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION
PROVIDED BY US
TO DESIGNATED PERSONS OR ORGANIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SCHEDULE

Person or Organization CITY OF BURLINGTON
149 CHURCH STREET
BURLINGTON, VT 05402

PROJECT:
HILTON GARDEN INN
101 MAIN STREET
BURLINGTON, VT 05402

Additional Premium \$ 250.00

1. Solely for cancellations initiated by us, we will mail or deliver to the Person or Organization shown in the Schedule written notice of cancellation at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 45 days before the effective date of cancellation if we cancel for any other reason.
2. We will mail or deliver our notice to the Person's or Organization's last mailing address known to us.
3. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
4. If notice is mailed, proof of mailing will be sufficient proof of notice.

The additional premium shown in the Schedule is fully earned and non-refundable upon issuance of this endorsement. For the purposes of final premium calculations, additional premium charged for this endorsement will not be added to the Total Advance Premium shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
CITY OF BURLINGTON 149 CHURCH STREET BURLINGTON, VT 05402 PROJECT: HILTON GARDEN INN 101 MAIN STREET BURLINGTON, VT 05402	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Exhibit E-2