



Board of Finance

Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Please click the link below to join the webinar:

<https://zoom.us/j/92713837094>

Or Telephone: +1 646 931 3860 US

Webinar ID: 927 1383 7094

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

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: remove from the agenda item 4.4. Vermont Gas Systems Franchise Agreement - DPW (per CAO Schad)

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Public Forum
Department	Council and Board

Type	Action Procedural
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3. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural

Recommended Action	Motion to adopt the consent agenda and take the actions indicated
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Subject	3.2. April 29, 2024 Board of Finance Meeting Minutes, Draft
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information Minutes

Recommended Action	approve the minutes
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Subject	3.3. Request for Approval to Execute a Contract with ECI for the Temporary Foremain Removal and Restoration of Site Project - DPW - Water Resources
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)

Recommended Action	to approve and recommend that the City Council authorize the Director of Public Works to execute a Construction Contract Engineer's Construction, Inc. for removal of the temporary forcemain and restoration of the site for an amount up to \$125,000, subject to the review and approval of the City Attorney's Office
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Subject	3.4. Authorization to issue Early Learning Initiative Capacity Grants to ONE Arts, Inc.: \$11,415.15 and The Wilds Preschool: \$26,275 - Business and Workforce Development
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category	3. Consent Agenda
Department	Business and Workforce Development
Type	Action (Consent)
Recommended Action	to approve and authorize the Director of Business and Workforce Development to enter into the following ELI Capacity grant agreements, for a total authorized grant program amount not to exceed \$37,690.15: - ONE Arts Community School – Burlington in an amount not to exceed \$11,415.15 to support infrastructure updates to the facility; and - The Wilds Preschool in an amount not to exceed \$26,275 to support startup costs of the program, subject to review of the grant capacity agreements by the City Attorney’s Office
Subject	3.5. Request to Execute an agreement of \$57,296 dollars for a Spent (Used) Aircraft Deicing Fluid Recovery, Treatment, Recycling and Disposal Study with Stantec Consulting Services - Airport
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	.to approve and recommend that the Board of Finance authorize the Director of Aviation to execute an agreement with Stantec Consulting Services for \$57,296.00 dollars to conduct a Spent Aircraft Deicing Fluid Recovery, Treatment, Recycling and Disposal Study.
Subject	3.6. Request to Accept and Execute a contract in the amount of \$97,695.00 with Annseal Inc. for Runway (RW)15-33 Plain Cement Concrete (PCC) Concrete Joint Repair and a budget neutral amendment - Airport
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	1. To approve and recommend that the City Council approve and authorize the Director of Aviation to execute a contract with Annseal in the amount of \$97,695.00 with a 15% contingency totaling up to \$112,349 for the Runway (RW)15-33 PCC Concrete Joint Repair, subject to review and approval of the City Attorney’s Office. 2. To approve and recommend that the City Council approve a budget neutral amendment in the amount of \$115,000 to the Fiscal Year 2024 Airport budget by increasing the accounts as described in the affiliated memorandum.

Subject	3.7. Request to Execute a contract in the amount of \$126,000 dollars with Mikes Electric Inc. (MEI) for Terminal Fluorescent Lighting Control Replacement - Airport
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the Director of Aviation to execute a contract with Mikes Electric Inc (MEI) in the amount of \$126,000 dollars for Terminal Fluorescent Lighting Control Replacement, subject to review and approval of the contract by the City Attorney's Office
Subject	3.8. Extension of Lease - Waterfront Information Services Building - BPRW
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve and authorize a holdover of the existing lease terms with the Lake Champlain Chamber of Commerce for the premises located within the Pease Lot Information Building and as more particularly described in the existing lease, creating a month to month tenancy as provided for in the existing lease through October 31, 2024, for the purposes of continuity of Information Services

4. Deliberative Agenda

Subject	4.1. Request to Accept and Execute a contract with PCS Specialty Contracting for FY2025 Parking Garage Repairs in the amount of \$364,844 dollars - Airport
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of Aviation to execute a contract with PCS Specialty Contracting for FY2025 Parking Garage Repairs in the amount of \$364,844 dollars, subject to review and approval of the contract by the City Attorney's Office

Subject	4.2. Request for Approval of a \$1,276,829 Budget Neutral Amendment to the FY 2024 Patrick Leahy Burlington International Airport - Airport
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	to approve and recommend that the City Council approve a budget neutral amendment in the amount of \$1,276,829 to the Fiscal Year 2024 Patrick Leahy Burlington International Airport budget by increasing the accounts as described in the affiliated memorandum
Subject	4.3. ARPA Community Infrastructure Budget Amendment and Request to Execute a Contract with S.D. Ireland Brothers Corporation for the site work and utility connections required for the kiosk at City Hall Park - CEDO
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize the City's Chief Administrative Officer or their designee, to execute a budget amendment to increase the City Hall Park Kiosk Budget by \$150,000 from the Expanded Waterworks Park Connections and Amenities budget of \$600,000 and to approve and recommend the Director of the Community & Economic Development Office to enter into a contract with S.D. Ireland Brothers Corporation for the purposes of completing the site work and infrastructure connections for the City Hall Park Kiosk, with a cost of up to \$197,500 and a ~10% contingency, for a total authorization and maximum limiting amount of \$220,000 subject to final review and approval of the City Attorney's Office
Subject	4.4. Vermont Gas Systems Franchise Agreement - DPW **AGENDA ITEM REMOVED**
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve the Franchise Agreement between the City and Vermont Gas Systems Inc., in order to execute a new agreement through June 30, 2034, granting use of the City right-of-way for utility infrastructure and annual payments of franchise fees as detailed in the agreement; and, to recommend the Mayor to execute the Franchise Agreement in substantial conformity with the Agreement attached—subject to approval by the City Attorney's Office—on behalf of the City of Burlington

5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	May 13, 2024 - Board of Finance Meeting - Monday, May 13, 2024, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	5. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

**BURLINGTON BOARD OF FINANCE
BUSHOR CONF. ROOM, FIRST FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN NUMBER
BURLINGTON, VERMONT
MINUTES OF MEETING
DRAFT
April 29, 2024**

MEMBERS PRESENT:

Ben Traverse
Mark Barlow
Sarah E Carpenter
Joe Kane
Emma Mulvaney-Stanak

OTHERS PRESENT:

Katherine Schad
Joe McNeil
Chapin Spencer
Megan Moir
Martin Lee
Brian Pine
Rachel Jolly
Miranda Lescaze
Erik Ramakrishnan
Melo Grant

1.0 CALL TO ORDER and AGENDA

1.1 Motion to amend/adopt the agenda

Mayor Mulvaney-Stanak called the Board of Finance meeting to order at 5:32 PM

MOTION by Councilor Carpenter, SECOND by City Council President Traverse, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 PUBLIC FORUM

2.1 Verbal Comments

Solveig Overby spoke about item 4.3, the sale of 200 Church Street. She asked that instead of selling the building, the City should give Burlington Telecom a ground lease, saying that this would be more fiscally responsible for the City. She said that they don't know what the City is going to look like in 50 to 100 years, and that they could still receive revenue from the deal while retaining the property as an asset.

Steve Goodkind urged the City to conduct more accurate fiscal monitoring and reporting on departments funded through the General Fund. He expressed concern that the FY24 financial situation is worse than currently projected due to potential inaccuracies.

Karen Long expressed dismay about the City's financial reporting, noting that the FY25 budget gap has increased by another \$4 million. She said that residents are being forced out of Burlington because they're being priced out of their homes. She said that the City needs to be more fiscally responsible, noting, for example that the \$5,000 being requested in item 3.5 should be the responsibility of residents and NPAs, not the City and taxpayers.

Sharon Bushor spoke about item 3.3 (the BPRW budget neutral amendments), expressing concern that the inability to separate revenue from North Beach parking and Waterfront parking makes it difficult to know how much money was spent for parking in one area or another, in turn making it difficult to use that information to drive budget decisions. She also spoke about the sale of 200 Church Street, saying that she is typically unsupportive of selling City property and assets. She noted that the costs for the Community Justice Center would be \$42,000 more on an annual basis and asked where the City will find that funding, and noted that the costs of relocating the HR department were not factored into the proposal.

3.0 CONSENT AGENDA

3.1 Motion to adopt the consent agenda and take the actions indicated.

3.2 April 15, 2024 Special Board of Finance Meeting Minutes, Draft – approve the minutes.

3.3 BPRW Budget Neutral Amendments – BPRW – approve and recommend that the City Council approve and authorize the budget neutral adjustments as detailed in the attached budget amendment forms, and further authorize the Chief Administrative Officer or designee to effect all necessary transfers of funds to carry out such amendments, subject to the final review and approval of the Chief Administrative Officer.

3.4 Authorization to Execute Easements with UVM Regarding the Redstone Water Storage Tank Site – DPW – Water Resources – 1. Authorize the City Council to approve and authorize the Mayor to execute an easement to allow the City access to UVM property for the purposes of project staging and to access its parcel located at 354 South Prospect Street for inspection and maintenance; and 2. Authorize the City Council to approve and authorize the Mayor to execute an easement to allow UVM access to its parcels through the City site located at 354 South Prospect Street.

3.5 ONE Cleanup/Cleanout Proposal – Ward Two City Councilor Gene Bergman – recommend to the City Council that it approve the expenditure of up to \$5,000 from City Council Initiative Funds to support the ONE clean-up in May 2024 and to authorize the Chief Administrative Officer to reimburse expenses up to \$5,000 for this event accordingly.

3.6 BED Heat Pump Bill Credit Program and Commercial Demand Response Program – BED – recommend that the City Council approve the General Manager of Burlington Electric Department, or his designee, to file with the Vermont Public utility Commission a pilot rate to provide a monthly bill credit and/or a pilot rate to customers installing BED approved measurement and control devices on electric heating systems.

MOTION by Councilor Carpenter, SECOND by Councilor Barlow, to adopt the consent agenda and take the actions indicated for items 3.1-3.6.

VOTING: unanimous; motion carries.

4.0 DELIBERATIVE AGENDA

4.1 Distribution and Collection System Improvements – Consultant Amendment and Contractor Budget Amendment – DPW – Water Resources

Director Spencer noted that this is an amendment for a consultant and a contractor budget amendment for a multi-year project conducting proactive repair and upgrade of the City's wastewater, stormwater, and potable water collection and distribution system. He noted that this is the last year of that effort. Engineering Manager Lee said that the contractor is conducting water line and sewer replacement, and sewer and storm relining throughout the City. He noted that on the waterline work, the City is projecting an overage of \$135,000, due to a number of unanticipated change orders that increased costs.

Councilor Barlow spoke about the overage as they relate to the Deforest Road work, and asked whether DPW knew that there were many bends in piping when they began the work, or whether this was discovered during the course of the project. Engineering Manager Lee replied that much of it was unanticipated, but that the project also dealt with older piping in a tight space. Division Director Moir noted that this is one reason why projects like this have such large contingencies, given that the mapping used to inform the planning for this project was inherited from decades ago and hadn't been updated.

MOTION by Councilor Barlow, SECOND by Councilor Kane, to 1. Approve and recommend that the City Council authorize Chapin Spencer, the Director of Public Works, to execute an amendment in the amount of \$196,785.00 for Calendar Year 2024 administration and inspection services, for a total contract value with Dubois and King not to exceed \$743,076.00, provided that all these authorizations are contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer; and 2. Approve and recommend that the City Council authorize Chapin Spencer, the Director of Public Works, to execute an amendment in the amount of \$135,000.00, for a total Distribution and Collection System contract value with Inliner not to exceed \$8,136,131.13 provided that all these authorizations are contingent on the contract and any amendments thereto having the prior approval of the City Attorney and Chief Administrative Officer.

VOTING: unanimous; motion carries.

4.2 Lease Agreement for the Community Justice Center at Post Apartments – CEDO/CJC

Director Pine noted that though this lease agreement wouldn't begin for another 18 months, in order to get to a closing on the financing for the project by the end of the month, the lenders and investors involved in the project require proof that the project is financeable and has enough rent income to cover debt service and operating expenses. He spoke about how the Community Justice Center's current space is not adequate to meet its needs and that its currently low rent has been at the expense of good quality space for staff and program participants. He noted that the rent would increase from \$21,000 to \$64,000 per year, and that CJC has an annual budget of \$1.6 million. He said that in terms of covering increased rent, they would optimize the use of dollars secured already for capital improvements to the municipal project through the State's sales tax reallocation, but also the Congressionally-directed spending secure by Senator Sanders. He said they are unsure whether they can capitalize for rent reserve with some of that funding, but that is the intention. He noted that the State is potentially looking to regionally consolidate CJs and that the CJC for Chittenden County would likely be Burlington's.

Councilor Carpenter asked about rate comparisons and what other options CJC has looked at, and what alternatives there could be if CJC didn't rent that space. Director Pine replied that commercial properties are classified into Class A and Class B categories, with Class A being higher quality than Class B in terms of amenities like finishes, internet, and quality HVAC systems. He said that CJC's current space is considered Class B and that the Post Apartments project is considered Class A. He noted that Class A office spaces in central business districts is between \$17 and \$22 per square foot without parking, which increases with parking added on. He noted that this project is \$15.50 per square foot with 8 parking spaces. Councilor Carpenter asked why CHT would like a lease now, if they feel they could rent this to anyone for that price. Director Pine noted that the draft lease agreement contains a non-appropriations clause that protects the City in the event that it

can't fund the lease. Miranda Lescaze, Director of Real Estate for CHT, noted that if the City did not lease the space, CHT would not fully fit up the space but would build a shell that could be fit up for whatever tenant would ultimately lease the space.

Councilor Kane asked if the 4,100 square feet space would be adequate for business operations as the currently exist, and for future growth in the department. Assistant Director Jolly replied that it offers adequate space and potential for expansion space. Councilor Kane asked about the end of the 15-year lease, and Director Pine replied that the 15-year partnership is created to take advantage of the federal tax credits, and that there are no benefits beyond that 15-year period. Councilor Kane asked about options to renew the lease after that 15-year period, and Ms. Lescaze replied that there is an opportunity to extend for 2 additional 5-year periods, and reinforced the strong partnership between the City's CEDO department and CHT.

Councilor Barlow asked if there are opportunities for other City departments to use some of the spaces that are set aside for CJC expansion in future years. Assistant Director Jolly replied that one of the assets they're most looking forward to having is a large community room and that they anticipate sharing this space with other City departments and community providers and members of the community.

Mayor Mulvaney-Stanak expressed support for making sure that CJC has the physical space it needs, noting that the 200 Church Street space is not workable for CJC anymore, and emphasizing the importance of the services that CJC provides. She said she is looking forward to partnering with CEDO to advocate for higher quality office space to the legislature and the need for stable funding sources for rent. Assistant Director Jolly spoke about efforts to diversify funding of CJC as well.

MOTION by City Council President Traverse, SECOND by Councilor Kane, to approve and recommend that the City Council approve and authorize the Mayor to execute the proposed 15-year lease between the City of Burlington and Post Apartments Housing Limited Partnership for office space located at 176 S. Winooski Avenue, to be used to house the Community Justice Center, contingent upon delivering the full lease agreement to the City Council prior to its May 6, 2024 meeting and contingent upon the City being provided the authority to negotiate an option term in that lease.

VOTING: unanimous; motion carries.

4.3 Potential Sale of 200 Church Street – CT/CEDO/I&T

Councilor Kane asked about the methodology for calculating the proposed sale price for the property. Director Pine replied that the methodology takes a price per square foot and applies it to all leasable space and subtracts expenses based on industry standards. He said that this assumes that the building is fully leased at the rate the BT pays now. He noted that the City procured an appraisal from a reputable firm, which returned a value at \$2.2 million with no allowance for capital improvements that were needed. He said that BT hired an appraisal firm that returned a value of \$1.2 million, which made assumptions for major capital improvements. He said that they landed on the \$1,000,571 based on those two values. Chief Administrative Officer Schad spoke about how the calculations factored in the costs for a replacement HVAC system, roof membrane, and other interior work. Councilor Kane noted concerns that the redevelopment of parts of downtown could cause commercial property values to increase and that the City would be selling low now. Chief Administrative Officer Schad replied that they are basing value assumptions on the average grand list growth, which is the most conservative and stable assumption they can use. She spoke about the dire condition of the current HVAC system at 200 Church Street, and Director Pine noted that as the system ages it becomes harder to source replacement parts. She said that the lack of privacy, parking, and accessibility make the space less than ideal to house CJC and the HR department. She said that the City's working plan to relocate HR could be to either 645 Pine Street or to BED's space. Councilor Kane asked about replacing the HVAC system with something greener such as solar panels and heat pumps. Chief Administrative Officer Schad said that there isn't funding in the Inflation Reduction Act for what the City would like to do, though there are tax

credits for certain things like commercial fleet vehicles and converting systems to greener energy, but not necessarily for the scope of a smaller municipal building that is partially commercially leased. Assistant City Attorney Ramakrishnan also added that the majority of federal grants for this type of project also require the City to retain the property for a certain period of time, and the current purchase option that BT has on the building makes it ineligible for these grants. Councilor Kane asked if the price include in the proposal is flexible. Assistant City Attorney Ramakrishnan replied that this is the price that has been negotiated at this point, but that if the Council wishes to discuss it further that would be best handled in an executive session. Councilor Kane asked about the potential to negotiate a ground lease agreement. Director Pine replied that if they don't proceed with selling, then the City is still responsible for the HVAC system replacement per its current agreement, and postponing the proposal to explore renegotiating terms might not be feasible in the current timeframe. Councilor Barlow asked if the City's current liabilities are applicable to business operations as well as the HVAC and other systems. Parliamentarian McNeil noted that if a lease obligation is breached it's considered direct damage. Councilor Barlow said that he is generally supportive of this proposal, but would like to explore whether the ground lease could be an option that is pursued. City Council President Traverse said that based on his review of the proposal and legal documentation, the right of first refusal extends to the entire property, not just the building.

Councilor Grant said that she is leaning on supporting this proposal, but said that as other buildings come forward for sales such as this, that the Council be provided as much information as possible from the beginning of the discussion, so that they can help inform decisions.

MOTION by Councilor Carpenter, SECOND by City Council President Traverse, to 1. Approve and recommend that the City Council approve and authorize the Mayor to execute on behalf of the City the proposed Purchase Option Exercise Agreement and License and Use Agreement with Champlain Broadband, LLC, for the sale and use of 200 Church Street; and 2. Authorize and recommend that the City Council authorize the Chief Administrative Officer to establish a separate fund in the Assigned Fund Balance to accept the proceeds of the sale of 200 Church Street and make any expenditures required to carry out the Purchase Option Exercise Agreement and License and Use Agreement and make all necessary budget transfers in relation thereto.

DISCUSSION:

- **Mayor Mulvaney-Stanak said that she appreciates the robust discussion of this proposal and recognizes that some of the conversations predate some of the members of this body and Council. She said that she doesn't take decisions about stewardship of public buildings lightly and that making these decisions needs to occur with as much due diligence as possible.**

VOTING: unanimous; motion carries.

MOTION by Councilor Barlow, SECOND by City Council President Traverse, to recess the Board of Finance for 15 minutes.

VOTING: unanimous; motion carries.

Mayor Mulvaney-Stanak reconvened the Board of Finance meeting at 7:02 PM.

5.0 FY25 GENERAL FUND BUDGET UPDATE

5.1 FY25 General Fund Budget Update

Chief Administrative Officer Schad said that this update focuses on the General Fund budget for FY25. She began by reviewing the budget assumptions that were used to develop the initial FY25 budget in December of 2023. These include all current staff, a 7.5% attrition for all departments (other than the Fire Department and Police Departments) based on historical data, health insurance information based on FY24

experience and consultant recommendations, level funded operating budgets, and revenue assumptions that have been held steady. She spoke about the City's budget gap as presented in December 2023, which was a tentative \$9 million. She then noted that since then, the budget gap has increased to \$13.1 million, based on a \$4 million revenue shortfall, an increase in GF salaries and benefits, and an increase in operational costs. She provided details about the revenue shortfall, saying that the largest driver is the reliance on one-time funding for ongoing expenses. She provided details about the increase in salaries and benefits, saying that \$3.4 million is due to an increase in salary and overtime (\$200,000 for overtime), \$2.1 million to an increase in healthcare costs, \$1 million to an increase in retirement costs, and \$500,000 in increases to all other benefits (dental insurance, life insurance, etc). She provided details about the \$2.1 million increase in operating costs, including \$200,000 for the Fire Department, \$400,000 for the Police Department, \$500,000 to pay for existing fleet leases, and \$1 million for debt service costs.

Chief Administrative Officer Schad then outlined a tentative list of potential solutions to close this budget gap. These include finalizing and implementing the recommendations within the operational efficiency study and recommendations from the user fee study, utilizing leftover ARPA funds of approximately \$2 million to help close the gap, increasing the City portion of the hotel component of the gross receipts tax from 2% to 4% (which raises \$1 million), and implementing the voter-approved \$0.03 increase to the public safety tax (which raises \$1.8 million). She said that other potential solutions include analyzing and reducing the use of outside consultants, ensuring that staffing figures accurately reflect the likelihood of hiring positions given challenges in certain areas, reviewing, modifying, and eliminating programs that aren't working to maintain efficient and effective services, examining other possible reassignment and reallocation of ARPA or other one-time funds, and reviewing other ideas generated by budget advisors, department heads, and staff.

Chief Administrative Officer Schad spoke about the unassigned fund balance, noting that the City's intent is to maintain an unassigned fund balance of between 5% and 15% of operating expenditures. She said that the City's current unassigned fund balance is just over 8% and that its target is 10%, so she cautioned against using funds from the unassigned fund balance to close the gap.

Mayor Mulvaney-Stanak said that she is confident that the solutions being proposed, as well as solutions that have yet to be proposed, show the level of creativity and seriousness being deployed by staff and advisors to keep the City affordable and address sustainable budgeting practices. She said that she would like to get to a place where the City is moving toward a 3 to 5 year budgeting cycle, to avoid relying on one-time funding year-to-year and being more proactive in planning for future years. She said that the Administration is taking a hard look at the services being provided to the City and determining what the essential pieces of those services are.

Councilor Carpenter said that it would be helpful to see a comparison of the \$9 million budget gap from December 2023 and the \$13 million budget gap from April 2024. She said that this would help to determine the ultimate driver of the gap, which she suspects is related to personnel costs, specifically around retirement and debt service. Chief Administrative Schad replied that staff can produce this comparison and supply information to the Board of Finance and City Council. Mayor Mulvaney-Stanak emphasized the commitment to exercising personnel cuts as a last resort option, and that any additional revenues coming in would go to alleviate the burden on taxpayers. She noted that there was an error on the personnel line of the previously-presented draft FY25 budget, and appreciates the acknowledgement of that mistake and the commitment to developing solutions.

Councilor Barlow expressed concerns about how the budget gap is being characterized now versus how it was being characterized in December, specifically the new information regarding the retirement and debt service components, given that these are ultimately passed on to the taxpayers. He also asked about the fleet calculation, saying that the December presentation called it out as \$1 million that is contributing to the gap, but that now there's an additional \$500,000 in operating cost overage. He also said he has questions around the health insurance line, given a 31% increase in the costs from the December presentation to April's presentation.

Councilor Carpenter asked if there are other revenue opportunities from dedicated taxes that have not been exercised. Mayor Mulvaney-Stanak replied that there are several on the list of proposed options, but that they are trying to be diligent in not adding more to the revenue component of the solution. She noted that department heads are working on proposals to right-size their budgets as much as possible with an eye toward affordability, and those will be discussed in the coming weeks.

Councilor Kane asked about efforts to make this more participatory, and Mayor Mulvaney-Stanak replied that they are working toward this goal, and are trying to be as transparent as possible and share information about the FY25 budget development in a number of different ways, such as through emails, social media, and other platforms, to make this a more participatory budget development process. She said that they are also thinking about ways to get more public engagement in this process. Councilor Carpenter said that they could explore ways to make presenting budget information more presentable and understandable to the public in terms of how it's formatted.

City Council President Traverse asked about the projected \$3.4 million in increased personnel costs and whether that is for cost of living increases or other across the board percentage increases for different positions, or whether it is a general average. Chief Administrative Officer Schad replied that it is not an average but factors in every single employee, their COLA increases, and when their anniversary step increases occur, as well as factoring in attrition rates. City Council President Traverse said he would like more detail on how each department is calculating their requests in terms of healthcare benefits, given that the increases vary across departments. Chief Administrative Officer Schad noted that no department budgets for its own health insurance costs, but that it is budgeted through the Clerk/Treasurer's Office, as department heads don't know which of their personnel elect to take the City's health insurance and how many dependents they have. She said that they work with Cigna and outside consultants to develop health insurance cost projections. She spoke about how stop loss projections can vary greatly from actual stop loss usage for high health cost utilizers. She also noted that the City has 100 more covered individuals this year than last year, so the health care costs between years are not an apples-to-apples comparison. She said that finalized projections for the next fiscal year are typically available in late spring. City Councilor Traverse said that he is mindful that the voters approved a public safety tax increase with the assumption that the increase would pay for services provided by those departments, where in reality those revenues may be going to the increased cost of health insurance for most departments.

Councilor Barlow asked how many total employees are covered by the City's health insurance plan.

Councilor Grant said that she had asked the previous Administration about how the City is using Health Reimbursement Accounts (HRAs). She asked about the possibility of moving to a fully insured plan rather than a self-insured plan, and whether they could explore using HRAs, to decrease cost increases. She also asked about the timing of this type of proposal in the context of negotiating union contracts. Mayor Mulvaney-Stanak replied that they are looking into this.

Councilor Kane asked for a calculation of what a 5% increase on the meals portion of the gross receipts tax would look like, and Chief Administrative Officer Schad replied that they will produce that calculation. Councilor Kane asked if increasing the franchise fees is an option. Mayor Mulvaney-Stanak replied that this is being looked into by several department heads.

6.0 ADJOURNMENT

6.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 7:50 PM.

RScty: AACoonrad



MEMORANDUM

TO: Board of Finance / City Council

FROM: Ashley Walenty, DPW Water Resources Engineer

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

DATE: May13, 2024 / May 20, 2024

RE: Request for Approval to Execute a Contract with ECI for the Temporary
Forcemain Removal and Restoration of Site Project

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks authorization to execute a construction Contract with Engineer's Construction, Inc. ("ECI") for a total amount not to exceed \$125,000, including \$13,000 of contingency, for the purposes of removing the temporary forcemain system used during the North Plant Siphon break and restoration of site back to pre-existing conditions.

BACKGROUND

In July 2023, the City of Burlington's ("City") inverted sewer siphon that crosses the Winooski River broke during the July flood events that occurred throughout the state of Vermont. To mitigate the continuous discharge of raw sewage in the Winooski River, the City hired ECI under an on-call contract to install a temporary forcemain to pump the sewage from the start of the sewer siphon, near the end of Plattsburgh Ave, to the North Wastewater Treatment Plant (North WWTP) located at the end of North Avenue at 3080 North Avenue. ECI installed approximately 4,800LF of 12-inch diameter fused HDPE pipe above ground to act as the temporary bypass piping for the broken inverted sewer siphon. The pipe runs on top of the ground, with the exception of driveway and roadway crossings, where the pipe was trenched across the crossings to allow unimpeded access to properties along the alignment and ultimately discharged into an above ground precast vault located at North WWTP. The precast detention vault was used to decrease the velocity of the sewage from the forcemain to protect the existing infrastructure located at the North WWTP.

Approximately 1,000 LF of the pipe runs over the private property located at the River's Edge Condominium Association (Association), a right which was granted through the

purchase of a temporary easement (\$40,000) between the City and the Association. This easement is due to expire on July 24, 2024.

The temporary bypass forcemain was taken out of service in November 2023 following a successful temporary repair to the inverted river siphon. Shortly thereafter, the City hired Stantec to evaluate several alternatives to the current river siphon design for long-term climate resiliency. The draft report on that evaluation is expected within the next 45 days. Based on the report recommendations, the City will continue to work with FEMA to determine federal funding availability to implement a generational upgrade on this system. If FEMA funding is not available, Water Resources will work with the Mayor and the City Council to determine whether or not to bond for this type of work.

In the meanwhile, the City Water Resources team has evaluated the risks and benefits of keeping the above ground pipe in place, as a decision must be made due to the expiring easement. Based a review of the repair methods, trust in the contractor and on the decision during the repair to replace more of the pipe to ensure the resiliency of that repair, Water resources engineers believe that the November 2023 repair is reasonably durable enough (barring additional catastrophic river levels) to serve until the longer-term repair can be implemented.

As such, the City needs to employ contractors to remove all of the infrastructure associated with the temporary forcemain including the precast detention vault and restore all sites back to pre-existing conditions. The restoration of site will include, but not limited to; repaving driveway aprons with asphalt or gravel, repaving trench widths on roadways, replacing concrete sidewalk panels, and landscaping disturbed areas. Note, as part of the planning for this infrastructure decommissioning and site restoration, Water Resources did explore the potential benefit of keeping the pipe and other materials (the detention tank) in storage for future use on a long-term project. While this could have some short-term cost benefits, it was determined after discussing with local contractors and engineering consultants that use of “owner’s materials” would unfortunately void any warranty that might be applied to future permanent work. Those discussions with the contractors and consultants also noted that the contractor would read the Invitation for Bids (“IFB”) and price accordingly should the selected contractors chose to reuse the materials. That said, we believe that ECI will be keeping this material on hand for temporary pipe situations.

Contractor Procurement

The City posted an IFB to remove the forcemain, the precast detention vault and restore the site to pre-existing conditions on April 12, 2024 with bids due April 29, 2024. The City reached out to a variety of known contractors approved to perform work for the City. Ultimately, ECI came back as the sole bidder for this project.

Though ECI is the sole bidder, the City has reviewed their bid and has deemed them a responsible bidder with a reasonable cost estimate to perform this work; see below for the bid results.

Contractor	Base Bid #1	Add Alt #1 – Remove Precast Detention Vault	Total Bid
Engineer's Construction, Inc.	\$109,600	\$2,400	\$112,000

It is the staff recommendation to execute a construction contract with ECI to perform this work before the temporary easement expires and to include a contingency of approximately 12% (\$13,000) for a total contract authorization of \$125,000.

More information on the siphon break and WRD's response can be found here: <https://www.burlingtonvt.gov/water/sewersiphonbreak>

FUNDING

The funding for the work will be paid from the Wastewater Fund GL 480-19-425-000.6500_118 (Professional and Consultant Contractual Services).

The City coordinated with FEMA throughout the project to determine eligibility of all of the aspects of this disaster repair, and continues to coordinate with FEMA. This phase of work is unfortunately not eligible for FEMA funding as it was classified as part of the emergency phase and would have had to have been completed by October 2023, which was before the completion of the in-river repair could be implemented. The City also made the decision to keep the forcemain in place following completion of the in river repair to provide additional security in the event of another future break in the river.

FEMA is covering a majority of the costs incurred during this disaster, the State is also matching a portion of the costs to reduce the overall cost share that the City is responsible. Below is an updated breakdown of the overall costs shares for the entirety of the disaster costs, excluding this removal/restoration phase.

Summary of Expenses and Funding Across Sub Projects

Total Expenses/Authorizations To Date	\$ 2,073,555.50
Funding	
FEMA Cost Share (100%) Expenses through to 8/11/23	\$ 625,286.22
FEMA Cost Share (75%) Expenses after 8/11/23	\$ 1,086,201.96
Vermont ERAF (12.5%)	\$ 181,033.66
Local Match (12.5%)	\$ 181,033.66

MOTION

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Public Works' to execute a Construction Contract Engineer's Construction, Inc. for

removal of the temporary forcemain and restoration of the site for an amount up to \$125,000, subject to the review and approval of the City Attorney's Office."

City Council:

1. "To authorize the Director of Public Works' to execute a Construction Contract Engineer's Construction, Inc. for removal of the temporary forcemain and restoration of the site for an amount up to \$125,000, subject to the review and approval of the City Attorney's Office."

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Ashley Walenty
Approval to Execute a Contract with ECI for the Temporary Forcemain
Title/Subject: Removal and Restoration of Site Project

	Approval:	Meeting Date:
☒	Board of Finance	5/13/2024
☒	City Council	5/20/2024
☐	Concurrent	Click or tap to enter a date.

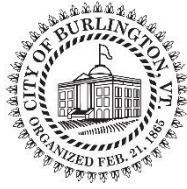
This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/6/2024	Chapin Spencer
Mayor's Office informed and approved memo	Yes	5/8/2024	Erin Jacobsen
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/7/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	5/7/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	No	Click or tap here to enter text.
Additional Materials, if necessary	No	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



To: Board of Finance
From: Kara Alnasrawi, Director, Business and Workforce Development
Rebecca Reese, Early Learning Initiative Manager
Date: May 13, 2024
Re: **Authorization to Issue Early Learning Initiative Capacity Grants to**
ONE Arts, Inc.: \$11,415.15
The Wilds Preschool: \$26,275

REQUEST

The Business and Workforce Development team seeks Board of Finance approval to issue Early Learning Initiative Capacity Grants to

- ONE Arts, Inc. in the amount of \$11,415.15 for the purpose of supporting health and safety needs for the interior of ONE Arts Community School – Burlington
- The Wilds Preschool in the amount of \$26,275, for the purpose of opening a high-quality nature based child care program and preschool.

EXECUTIVE SUMMARY

Background:

The City of Burlington established the Early Learning Initiative Capacity Grant in 2018 to assist in the creation, stabilization, and expansion of high-quality childcare in the City of Burlington. The City has identified affordable and accessible childcare as a priority for the community of Burlington. The Early Learning Initiative (ELI) Capacity Grant Program was put in place to strengthen and expand high-quality childcare opportunities in Burlington for children from birth to three years old. Such opportunities have been demonstrated to help prepare children for school, narrow the opportunity gap, improve future health outcomes, and reduce future public spending.

In previous years, ELI has provided capacity grants to several facilities including, but not limited to: ONE Arts Community School – Burlington, Pine Forest Children’s Center, Robin’s Nest Children’s Center, Burlington Children’s Space, and the Sara Holbrook Community Center. These grants have allowed facilities to increase enrollment and ensure high-quality care.

Capacity Grant Committee Approval:

The Early Learning Initiative Manager and the Director of Business & Workforce Development convened a meeting of the ELI Capacity Grant Review Committee on March 29, 2024. Grant applications from ONE Arts, Inc., focusing on interior health and safety needs, and The Wilds Preschool, opening a new program, were reviewed based on established ELI grant criteria. Criteria considers the number of infant and toddler spots created or impacted, cost ratio to number of enrollment spots, overall community impact, quality of the child care program, number of families enrolled and how

many of those families qualify for tuition assistance through the state or City, and sustainability of the project. The Committee voted unanimously to approve and move the grant requests to the Board of Finance. In attendance at the ELI Capacity Grant Review Committee meeting were:

- Sarah Muyskens, Community Volunteer
- Sarah Carpenter, Burlington City Councilor
- Nicole Bova, Director of Development, ECHO Leahy Center for Lake Champlain
- Didi Harris, Senior Programs Manager-Northern Vermont, Let's Grow Kids
- Kristin Fontaine, Pediatric Outreach Coordinator, University of Vermont Medical Center (unable to attend meeting, provided written opinion)
- Rebecca Reese, Early Learning Initiative Manager (non-voting member)
- Kara Alnasrawi, Director, Business and Workforce Development (non-voting member)

Project Funding:

The remaining ELI budget for fiscal year 2024 holds sufficient funds to support both ONE Arts, Inc. and The Wilds Preschool.

ONE ARTS, INC GRANT REQUEST OF \$11,415.15

Funds Use:

ONE Arts Inc. is requesting a grant in the amount of **\$11,415.15** to address interior health and safety concerns at the ONE Arts Community School - Burlington, a childcare center located at 294 North Winooski Avenue on the corner of Archibald Street and North Winooski Avenue. The site cares for up to 26 infant, toddlers, and preschoolers. ELI also supported the initial startup of the program with a grant in 2021. The grant funds will be used to improve the physical space of the child care program, including HVAC and airflow needs, space-dividing measures, and a security system for entry points into the program.

Community Impact:

This small request by ONE Arts Inc. will continue to support a trusted ELI partner. ONE Arts Community School is clearly committed to serving the neighborhood and supporting a group of diverse families from various cultural and socio-economic backgrounds. Most of those enrolled live in the ONE, with nearly 60% families receiving tuition support.

- 24 children are enrolled in the program, 8 educators employed
 - A diverse population with 3 BIPOC educators and 10 BIPOC children
 - 58% of the enrollment receives tuition support
- The health and safety measures needed within the space have come up since the school began operating two years ago. Adjustments need to be made to keep children safe and the space maintained.
 - The HVAC systems have been impacted by the initial build out and need to be addressed to keep all students safe and comfortable.
 - The gates and counters originally designed for the space have proved to not be strong enough to the wear and tear of the classrooms.
 - The neighborhood is changing and the location at the intersection of North Winooski and Archibald brings many people past the front door. These security measures ensure everyone is safe in the school at all times.

Program Quality:

Program quality is imperative to ensuring the long-lasting impacts for children and families. ONE Arts, Inc. has a clear path forward to obtain official high-quality designation from the State of Vermont for the ONE Arts Community School Burlington. The program opened at the highest rating possible for a new program and is partnering with the state to accept universal pre-school funding. The program supports their community in a variety of ways by offering lunch to all children; obtaining specialized care status; and offering social-emotional support through the Strengthening Families framework and S.E.E.D. Certification through Seed and Sew.

ONE Arts also benefits from experienced leaders including Rebecca McHale, Margaret Coleman, and Melanie Dube. Rebecca and Margaret have successfully operated ONE Arts afterschool and summer programming, and two child care programs in Burlington and Colchester. Melanie, the director of the child care programs, brings 10+ years of early childhood education experience.

Summary:

ONE Arts, Inc grant request supports a current partner program and continues to sustain the 26 child care slots available in the ONE neighborhood. The program's commitment to the neighborhood is reflected in their enrollment. Nearly 60% of children are support by CCFAP and/or ELI tuition funds; ELI First Steps Scholarship recipients fill 30% of their enrollment; and most either walk or take the bus to the center. The center engages with the community in a variety of ways – community garden plots, neighborhood walks and playground usage, connections to the local community center and yoga studio. This small investment will ensure health and safety measures for their existing space and secure the program for future years.

THE WILDS PRESCHOOL GRANT REQUEST OF \$26,275

Funds Use:

The Wilds Preschool in connection with Crow's Path is requesting a grant of \$26,275 to support the startup of a new nature-based preschool and child care program located at the North Avenue Alliance Church at 901 North Avenue. The startup costs allow the program to be furnished with supplies, toys, and educational materials; the space to be organized and operate as a nature-based early learning program; and the outdoor space to be equipped for children to spend the majority of their day outside. The grant request includes office and classroom materials, outdoor gear and supplies, and initial start up costs such as rent, insurance, marketing, and professional development.

Community Impact:

The Wilds Preschool grant request will support the creation of a new high-quality, nature based preschool and child care program in Burlington. The program will begin with 12 spots in Year 1 and expand in Year 2 to 20-24 enrollment spots, with up to 4 toddlers and 20 preschoolers. Backed by the long-established and well-known outdoor education program, Crow's Path, The Wilds is the group's first step into early childhood education. The Wilds Preschool provides outdoor education at an accessible location and is committed to enrolling a diverse population.

- The program will support families through the enrollment process and access a variety of funding streams (Act 166 Universal Pre-K; CCFAP, ELI First Steps) to keep tuition affordable. The program is also planning to offer in-house scholarships on an as-needed basis. They are committed to partnering with ELI First Steps Scholarship Program and enroll ELI children, and will help families find transportation options to keep the program accessible.
- They are working to ensure food will be provided to students within the first year of operating.

- Partnerships with the public schools, neighboring early education centers, retirement homes, yoga studios, AALV, Outright, local artists, etc will enrich the education of students, build community, and create connections throughout the early childhood landscape.

Program Quality:

Leadership, strong educators, and commitment to continued professional growth is essential for program quality. The Wilds is working from many angles to support teachers and ensure high-quality programming for their students and the community.

- Teage O'Connor, founder and Executive Director of Crow's Path, and Sarah McClellan, teaching-director of the school, serve as leads for this project and bring extensive experience to the school. O'Connor is a seasoned environmental educator, serving the community for years through Crow's Path. With a Masters in Early Education and experience starting other child care programs, Sarah offers 10+ years of classroom and management experience.
- The Wilds is committed to high-quality programming with two licensed educators on staff and high student-teacher ratios; encouraging professional development and continued educator growth; supporting social-emotional work by participating in the S.E.E.D. Certification through Seed and Sew; and are in full compliance with the livable wage ordinance.

Summary:

Crow's Path has been a trusted educator within the community for 12 years. They have specialized in outdoor education for school age children, and The Wilds Preschool is their first step into the early childhood education. The City's support will help create another 24 enrollment spots over the next two years and provide many more families the opportunity to engage in a high-quality, nature-based program at an accessible location. Sarah McClellan is an experienced director and has opened other successful child care programs in the area. She has a deep understanding of the field and what makes a high-quality child care program work in Burlington. With the backing of Crow's Path, the program has the opportunity to start small and grow over the next year, plus. The Wilds Preschool is committed to the community and as a First Step Scholarship Partner Program. They will enroll a diverse population, utilize various funding streams, and keep the program accessible.

MOTIONS:

The Business and Workforce Development team respectfully requests that the Board of Finance approve the following motions:

Board of Finance:

To approve and authorize the Director of Business and Workforce Development to enter into the following ELI Capacity grant agreements, for a total authorized grant program amount not to exceed \$37,690.15:

- ONE Arts Community School – Burlington in an amount not to exceed \$11,415.15 to support infrastructure updates to the facility; and
- The Wilds Preschool in an amount not to exceed \$26,275 to support startup costs of the program,

subject to review of the grant capacity agreements by the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Business and Workforce

Kara Alnasrawi & Rebecca Reese

Department: Development Submitter: _____Title/Subject: Authorization to Issue Early Learning Initiative Capacity Grants

	Approval:	Meeting Date:
☐	Board of Finance	5/13/2024
☐	City Council	
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/3/2024	
Mayor's Office informed and approved memo	Yes	5/8/2024	
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	4/24/2024	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/7/2024	
CAO has reviewed budget, financing, and memo	Yes	5/8/2024	
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	N/A		

Materials Included

	Included?	Note
Final Memo Attached?	Yes	
Contract Attached, if applicable?	N/A	
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	Yes	
If for submission to Council, are sponsors identified?	N/A	

To: City of Burlington, Board of Finance

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

Date: May 13, 2024

Subject: Request to Execute an agreement of \$57,296 dollars for a Spent (Used) Aircraft Deicing Fluid Recovery, Treatment, Recycling and Disposal Study with Stantec Consulting Services.

Request

The Patrick Leahy Burlington International Airport (Airport) seeks approval and authorization to enter into an agreement with Stantec Consulting Services in the amount of \$57,296.00 dollars for a Spent Aircraft Deicing Fluid Recovery, Treatment, Recycling and Disposal Study.

Summary

Stantec's professional services include data collection, review and inventory of existing aircraft deicing-related infrastructure, interviews with staff, user questionnaire coordination, review of current deicing practices at the Airport, summary of options available for recovery, treatment, recycling, and disposal of spent aircraft deicing fluid including concept layout plans and engineer's opinions of cost for required infrastructure improvements. The study will also include a review and summary of nearby off-site deicing recycling facilities (Such as Portland, ME) and the potential benefits of collection and in turn trucking a portion of and/or all spent aircraft deicing fluid off-site once captured.

All options will consider opportunities to improve water quality during the winter and summer months. A final report profiling viable options for consideration by the Patrick Leahy Burlington International Airport will be provided at the conclusion of our professional services. Final recommendations will be made concurrent with input from the Airport, stakeholders, and

regulatory agencies.

Anticipated Benefits

Deicing of aircraft is currently performed at several locations at the Airport, which are constructed with a mix of gravity drain and pumped discharge piping infrastructure. The drainage is permitted by the State and is currently leached into permitted fields. The study will evaluate viable methods for collecting spent aircraft deicing fluids at one or multiple locations at the Airport for treatment and/or recycling. In addition, all options will evaluate and consider improvements to the existing stormwater collection system to improve water quality in the summer months as it relates to flowrate and phosphorus reduction.

Funding Sources

BTV has secured a MS4 community stormwater grant through the State of Vermont Agency of Natural Resources in FY2024 to conduct stormwater related projects that impact the waterways around the airport. Leahy BTV plans to use the monies of this scoping study to go toward our local match percentage of the MS4 community grant.

Motions

1. "To approve and recommend that the Board of Finance authorize the Director of Aviation to execute an agreement with Stantec Consulting Services for \$57,296.00 dollars to conduct a Spent Aircraft Deicing Fluid Recovery, Treatment, Recycling and Disposal Study."

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Scoping Study Contract for Glycol & Stormwater Improvements

	Approval:	Meeting Date:
☒	Board of Finance	5/13/24
☐	City Council	
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/2/2024	N. Longo
Mayor's Office informed and approved memo	Yes	5/8/2024	E. Jacobsen
Board/Commission, if required	Yes	5/8/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/8/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	5/8/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

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

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

Date: May 8, 2024

Subject: Request to Accept and Execute a contract in the amount of \$97,695.00 with Annseal Inc. for Runway (RW)15-33 Plain Cement Concrete (PCC) Concrete Joint Repair and a budget neutral amendment.

Request

The Patrick Leahy Burlington International Airport (Airport) seeks approval and authorization:

1. To enter into a contract with Annseal in the amount of \$97,695 with a 15% contingency totaling up to \$112,349 for RW15-33 PCC Concrete Joint Repair.
2. For a budget neutral amendment to the Fiscal Year 2024 Budget in the amount of \$115,000.

Summary

Patrick Leahy Burlington International Airport (BTV) acquired proposals from contractors to remove existing sealant (caulking, backer rod), joint preparation and installation of new material on RW15-33 PCC concrete areas. The Airport received 4 bids for this project with the lowest qualified bidder being AnnSeal with a bid amount of \$97,695.00 with a 15% contingency. This was recommended by Airport Commission on May 8th.

Project Benefits

The anticipated benefits of sealing concrete pavement (PCC) joints are to minimize the passage of surface water through joints to the subbase layers and the lodging of incompressible materials, such as pebbles and stones, along the joint faces. Resealing is necessary whenever the condition of an existing sealant does not meet these purposes, either because the sealant is missing or deteriorated. The current joint sealant on RW15-33 is original to its construction in 2010 timeframe and is now time to replace.

Budget Amendment:

The airport is requesting a budget neutral amendment to their Fiscal Year 2024 budget to increase the airfield cost center repairs and maintenance of the runway and taxiway. This repair is to our runway and the budget line item needs additional budget funds. This budget neutral request is transferring unspent budget funds from the Runway De-Ice account due to decreased use this past season as well as from the Legal services line item.

Org Set	GL Account	Account Name	Increase / (Decrease)
Expense - Increases			
400-35-431	6300_181	Repairs and Maintenance Runway & Taxiway	\$ 115,000
Increases to Expenses			\$ 115,000
Expense - decreases			
400-35-431	6222	Runway De-Ice	\$ (85,000)
400-35-000	6500_115	Professional & Consultant Legal Services	\$ (30,000)
Decreases to Expenses			\$ (115,000)

Motions

Board of Finance:

1. "To approve and recommend that the City Council approve and authorize the Director of Aviation to execute a contract with Annseal in the amount of \$97,695.00 with a 15% contingency totaling up to \$112,349 for the Runway (RW)15-33 PCC Concrete Joint Repair, subject to review and approval of the City Attorney's Office."
2. "To approve and recommend that the City Council approve a budget neutral amendment in the amount of \$115,000 to the Fiscal Year 2024 Airport budget by increasing the accounts as described in the affiliated memorandum"

City Council:

3. "To approve and authorize the Director of Aviation to execute a contract with Annseal in the amount of \$97,695.00 with a 15% contingency totaling up to \$112,349 for the Runway (RW)15-33 PCC Concrete Joint Repair, subject to review and approval of the City Attorney's Office."
4. "To approve a budget neutral amendment in the amount of \$115,000 to the Fiscal Year 2024 Airport budget by increasing the accounts as described in the affiliated memorandum"

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Runway 15-33 Joint Repair

	Approval:	Meeting Date:
☒	Board of Finance	5/13/24
☒	City Council	5/20/24
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/2/2024	N. Longo
Mayor's Office informed and approved memo	Yes	5/8/2024	E. Jacobsen
Board/Commission, if required	Yes	5/8/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/8/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	5/8/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

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

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

Date: May 8, 2024

Subject: Request to Execute a contract in the amount of \$126,000 dollars with Mikes Electric, Inc. (MEI) for Terminal Fluorescent Lighting Control Replacement

Request

The Patrick Leahy Burlington International Airport seeks approval and authorization to enter into a contract with Mikes Electric Inc (MEI) in the amount of \$126,000 dollars for a Terminal Fluorescent Lighting Control Replacement Project.

Summary

Patrick Leahy Burlington International Airport (LeahyBTV) sought proposals from contractors to replace the lighting and lighting controls within selected areas of the Terminal Building. The existing terminal lighting and controls are generally original to its 1997 construction and 2004 addition and renovation. The Airport would like to replace luminaires with those with LED light source, along with adding automatic lighting controls to reduce light levels when there is no occupancy or there is adequate daylight. The project will include replacement of all lighting in selected areas. The lighting and controls in these spaces, including exit signage, will be replaced in its entirety. We received 3 bids for this project, with the lowest qualified bidder being Mikes Electric, Inc. (MEI) with a bid in the amount of \$126,000.00. This contract was recommended by the Airport Commission on May 8th.

Project Benefits



By replacing both the lighting hardware and the control system, we achieve another sustainable milestone. Not only will we transition to modern LED lighting, but we will also significantly reduce the airport's electric load. This upgrade will align our system with our sustainability objectives and enhance the passenger experience.

Funding Sources

BTV plans to use our FY2025 annual operating budget to fund these expenditures contingent upon appropriation and city council approval of the Airport's FY2025 budget. To ensure alignment with the construction weather season, it is crucial that we swiftly execute the contract and initiate work on July 1st. This urgency prompts us to present the contract to the Board and Council ahead of schedule.

Motions

Board of Finance:

"To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with Mikes Electric Inc (MEI) in the amount of \$126,000 dollars for Terminal Fluorescent Lighting Control Replacement, subject to review and approval of the contract by the City Attorney's Office."

City Council:

"To approve and authorize the Director of Aviation to execute a contract with Mikes Electric Inc (MEI) in the amount of \$126,000 dollars for Terminal Fluorescent Lighting Control Replacement, subject to review and approval of the contract by the City Attorney's Office."

Board of Finance and City Council Submission ChecklistDepartment: Airport Submitter: H. DusablonTitle/Subject: MEI Lighting and Control Replacement

	Approval:	Meeting Date:
☒	Board of Finance	5/13/24
☒	City Council	5/20/24
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/2/2024	N. Longo
Mayor's Office informed and approved memo	Yes	5/8/2024	E. Jacobsen
Board/Commission, if required	Yes	5/8/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/8/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	5/8/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

MEMO

Date: May 13, 2024

To: Board of Finance & City Council

From: Erin Moreau, Waterfront Superintendent & Harbormaster;
Cindi Wight, Director, Department of Parks, Recreation & Waterfront

Re: Extension of Lease – Waterfront Information Services Building

I. Purpose

This memo seeks approval of a lease extension for the Lease of Space for Information Services with the Lake Champlain Chamber of Commerce, located within the Pease Lot Information Building. BPRW plans on placing this service out to bid in fall 2024.

II. Background

BPRW seeks to extend the current contract with Lake Champlain Chamber of Commerce to fulfill the service of providing Information Services to Waterfront tourists during the summer of 2024. The Chamber has provided Information Services to the public since 2011, having been selected through numerous RFP processes. They occupy the central office space within the BPRW Information Building located in the Pease Parking lot, adjacent to Waterfront Park.

III. Process

The most recent lease was signed in 2021 after a public RFP process, where the Lake Champlain Chamber was selected as the provider. Their lease agreement was through November 2023, however they only operate May – October annually, therefore we are seeking an extension for their operation from May – October 2024. Within the Lease Agreement, there is a provision to extend their lease month-to-month with the same terms:

Section 19:

HOLDING OVER

In the event Lessee shall hold over and remain in possession of the Leased Premises after cancellation or termination of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but rather shall only create a tenancy from month-to-month which the City may terminate at any time upon thirty (30) days' advance written notice.

BPRW has site improvement plans we would like to execute within the building, with the earliest construction date being fall 2024. Having the flexibility of a lease extension through this summer, then RFP in the later fall 2024 would provide the services we desire for the summer, and flexibility of construction schedule for the offseason.

IV. Rent Payments & Terms of Lease Agreement



Per the Lease Agreement, Lake Champlain Chamber would provide the City rent for access and use of the leased premises at a rate of \$1,000 for 2024, or 20% net advertising receipts, whichever amount is higher. This is the same rate as the previous year.

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize a holdover of the existing lease terms with the Lake Champlain Chamber of Commerce for the premises located within the Pease Lot Information Building and as more particularly described in the existing lease, creating a month to month tenancy as provided for in the existing lease through October 31, 2024, for the purposes of continuity of Information Services.

City Council Motion:

To approve and authorize a holdover of the existing lease terms with the Lake Champlain Chamber of Commerce for the premises located within the Pease Lot Information Building and as more particularly described in the existing lease, creating a month to month tenancy as provided for in the existing lease through October 31, 2024 for the purposes of continuity of Information Services

Board of Finance and City Council Submission ChecklistDepartment: BPRW Submitter: Erin MoreauTitle/Subject: Waterfront Information Services Extension

	Approval:	Meeting Date:
☒	Board of Finance	5/13/2024
☒	City Council	5/20/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	4/25/2024	Cindi Wight
Mayor's Office informed and approved memo	Yes	5/9/2024	Approved by Joe Magee
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/25/2024	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	5/6/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Parking Garage Joint Replacement

	Approval:	Meeting Date:
☒	Board of Finance	5/13/24
☒	City Council	5/20/24
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/2/2024	N. Longo
Mayor's Office informed and approved memo	Yes	5/8/2024	E. Jacobsen
Board/Commission, if required	Yes	5/8/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/8/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	5/8/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

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

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

Date: May 8, 2024

Subject: Request to Accept and Execute a contract with PCS Specialty Contracting for FY2025 Parking Garage Repairs in the amount of \$364,844 dollars.

Request

The Patrick Leahy Burlington International Airport seeks approval and authorization to enter into a contract with PCS Specialty Contracting for FY2025 Parking Garage Repairs in the amount of \$364,844 dollars.

Summary

Patrick Leahy Burlington International Airport (Leahy BTV) owns and operates a six-story parking garage which services airport patrons and employees, rental car storage, and short-term parking. The garage was constructed in three phases: 1997 (southern 3 levels), 2003 (northern levels 1-3), and 2006 (northern levels 4-6) and requires periodic maintenance to repair/replace system components. This maintenance is outlined in an extensive long-term planning document to pin-point priorities for annual repairs. The repairs identified for FY25 are to replace Levels 2 and 3 expansion joints at the area approximately between the 1997 and 2003 garage structures. This contract was recommended by the Airport Commission on May 8th.

Project Benefits



The anticipated benefits of this project will be to replace the aged existing joint material with new material that will protect the structural integrity of the concrete at the transitions and termination points. The new joint material will allow for continued thermal expansion, preventing moisture issues within the garage among several other structural items like dead load and live load of the parking surfaces.

We received 7 bids on this project, and the lowest qualified bid received was from PCS Specialty Contracting in the amount of \$364,844.00.

Funding Sources

BTV plans to use our annual operating budget to fund these expenditures in FY2025, contingent upon appropriation and city council approval of the Airport's FY2025 budget. To ensure alignment with the construction weather season, it is crucial that we swiftly execute the contract and initiate work on July 1st. This urgency prompts us to present the contract to the Board and Council ahead of schedule.

Motions

Board of Finance:

"To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with PCS Specialty Contracting for FY2025 Parking Garage Repairs in the amount of \$364,844 dollars, subject to review and approval of the contract by the City Attorney's Office."

City Council:

"To approve and authorize the Director of Aviation to execute a contract with PCS Specialty Contracting for FY2025 Parking Garage Repairs in the amount of \$364,844 dollars, subject to review and approval of the contract by the City Attorney's Office."

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

From: Marie Friedman, CPA, Director of Finance
Nicolas Longo C.M., Director of Aviation

Date: May 8, 2024

Subject: Request for Approval of a \$1,276,829 Budget Neutral Amendment to the FY 2024
Patrick Leahy Burlington International Airport

Request

The Patrick Leahy Burlington International Airport (Airport) seeks approval and authorization for a Budget neutral amendment in the amount of \$1,276,829 to the Fiscal Year 2024 BTV budget.

Summary

Background:

Airport Expenditures

The Airport is seeking to amend the following expenditure accounts. During the fiscal year, there is periodically the need to adjust the approved budget. These changes are described below:

Computer Equipment: The airport needs to increase electronic storage capacity for essential computer camera security systems. The estimated cost of this critical improvement is less than \$50,000. *Increase request is \$50,000*

Capital Outlay Expenditures Terminal cost center: Purchases of capital in the Terminal cost center is slightly over budget. This will correct the budget. *Increase request for this item is \$2,733.*

Capital Outlay Expenditures – Airfield cost center: The Airport intends to purchase one additional electric truck to replace another truck that is past its useful life and not operational. *Increase request for this item is \$49,500.*

Repairs & Maintenance – Runway & Taxiway: The airport needs to add additional budget funds to the Airfield R&M runway and taxiway account. The airport will be sealing cracks on the runway. This is a safety issue and must be completed now that spring is here. *Increase request for this item is \$25,000.*

Utilities Industrial Cost Center: The Airport took over the management of a hangar during FY 2024. The budget needs to be increased in both Electric and Gas to property expense the cost of this building. *Increase request is \$32,000.*

Insurance – General in multiple cost centers: The insurance general cost is allocated to the airport by the CT Office. The final cost of this insurance changed slightly (\$4,310) after the airport had prepared its current budget. Additionally, the allocation across cost centers has shifted. Therefore a correction to the budget will resolve this issue. *Increase request is \$17,596, offset by decrease to general insurance \$13,286.*

Capital project for South Apron Capital Expense expense and revenue: The Airport original construction schedule assumed that the South Apron would be built half in fiscal year 2024 with the remainder to be built in fiscal year 2025. However, the actual construction is now expected to be nearly complete in the current fiscal year. Therefore a budget amendment is requested to reflect the timing change of this construction. *Expense and related revenue request is \$1,100,000.*

Budget Amendment

The Summary on the following pages show all expenditure accounts in this proposed airport budget amendment.

Org Set	GL Account	Account Name	Increase / (Decrease)
Expense - Increases			
400-35-430	6010	Computer Equipment - Terminal cost center	\$ 50,000
400-35-430	9500_110	Capital Expenditures - Terminal Cost center	\$ 2,733
400-35-431	9500_110	Capital Expenditures - Airfield Cost center	\$ 49,500
400-35-431	6300_181	Repair & Maintenance Runway & Taxiway	\$ 25,000
400-35-432	6400_100	Utilites - Electricity	\$ 19,000
400-35-432	6400_105	Utilites - Gas	\$ 13,000
		Subtotal increase to Utilities	\$ 32,000
400-35-430	7230_105	Insurance - General	\$ 6,700
400-35-431	7230_105	Insurance - General	\$ 5,015
400-35-432	7230_105	Insurance - General	\$ 840
400-35-433-600	7230_105	Insurance - General	\$ 3,700
400-35-433-602	7230_105	Insurance - General	\$ 501
400-35-434	7230_105	Insurance - General	\$ 840
		Subtotal increase to Insurance - General	\$ 17,596
424-35-700-909	9500_165	South Apron Capital Project, non grant eligible	\$ 1,100,000
Increases to Expenses			\$ 1,276,829

Expense - decreases			
400-35-430	6625	Equipment Maintenance Repairs	\$ (50,000)
400-35-431	6300_187	Repair & Maintenance Electrical	\$ (52,233)
400-35-431	6300_189	Repair & Maintenance Line Stripping	\$ (25,000)
400-35-434	6615	Property repairs	\$ (32,000)
400-35-000	7230_105	Insurance - General	\$ (13,286)
400-35-000	6500_115	Professional Legal Services	\$ (4,310)
Decreases to Expenses			\$ (176,829)
Revenue - increases			
424-35-700-909	4990_400	South Apron Interfund Proceed Transfer	\$ 1,100,000
Increases to Revenues			\$ 1,100,000

Motions

The Airport respectfully request the Board of Finance to approve the following motion:

Board of Finance:

1. "To approve and recommend that the City Council approve a budget neutral amendment in the amount of \$1,276,829 to the Fiscal Year 2024 Patrick Leahy Burlington International Airport budget by increasing the accounts as described in the affiliated memorandum."

City Council:

1. "To approve a budget neutral amendment to the Fiscal Year 2024 Patrick Leahy Burlington International Airport budget in the amount of \$1,276,829 by increasing the accounts as described in the affiliated memorandum."

Board of Finance and City Council Submission ChecklistDepartment: Airport Submitter: H. DusablonTitle/Subject: Airport Budget Amendment

	Approval:	Meeting Date:
☒	Board of Finance	5/13/24
☒	City Council	5/20/24
☐	Concurrent	

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/2/2024	N. Longo
Mayor's Office informed and approved memo	Yes	5/8/2024	E. Jacobsen
Board/Commission, if required	Yes	5/8/2024	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/8/2024	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	5/8/2024	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	N/A	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

149 CHURCH STREET • ROOM 32 • CITY HALL • BURLINGTON, VT 05401
(802) 865-7144 • (802) 865-7024 (FAX)
www.burlingtonvt.gov/cedo

MEMORANDUM

TO: Board of Finance, City Council

FROM: Samantha Dunn, Asst. Director for Community Works, CEDO
Brian Pine, Director, CEDO

DATE: May 13, 2024 and May 20, 2024

CC: Kara Alnasrawi, Director, BWD
Doreen Kraft, Director, BCA
Charles Dillard, Principal Planner, OCP

RE: ARPA Community Infrastructure Budget Amendment and
Request to Execute a Contract with S.D. Ireland Brothers
Corporation for the site work and utility connections required
for the kiosk at City Hall Park

Request:

Business & Workforce Development (BWD), in collaboration with the Community & Economic Development Office ("CEDO") and Burlington City Arts (BCA) is requesting Board of Finance and City Council Approval of a budget neutral Budget Amendment to reallocate \$150,000 from the Community Infrastructure Project allocation for Expanded Waterworks Park Connections and Amenities to the City Hall Park Kiosk Project.

CEDO in cooperation with BWD and BCA is requesting Board of Finance and City Council approval and authorization to enter into a contract with S.D. Ireland Brothers Corporation for the site work and utility connections required for the kiosk at City Hall Park.

Background:

City Hall Park serves as the geographic and cultural center of the City. In 2020 the City completed a historic reconstruction of the Park that prioritizes a healthy, functioning urban park, accessibility for all users in all seasons, and the enhancement of this historic space to meet the modern needs of the community. Today the park is activated year-round with concert series, festivals, and a summer and winter food and makers market

that bring residents and tourists of all ages to enjoy the City’s cultural offerings. The design for this reconstructed park included a food/beverage kiosk located on the terrace west of the fountain. This permanent structure was not included in the construction for budgetary reasons. This component of the City Hall Park redesign was authorized as part of the ARPA Community Infrastructure investments approved by City Council on May 1, 2023.

In December 2023, City Council approved the Design/Build Contract with Renz+Oei for the design and fabrication of the kiosk which is now underway with delivery anticipated for June 2024.

In January 2024, following an RFP process, Sherpa Foods was selected as the vendor for the kiosk.

This site work and utility connections have been designed and permitted and must be completed for the Kiosk to be delivered and serving the community.

Procurement

The site work RFP was posted on the City website and sent directly to 13 local contractors. Two proposals were submitted:

<i>Firm</i>	<i>Bid</i>	<i>Scheduled Completion Date</i>
Waterman Site Works	\$217,650	June 28, 2024
S.D. Ireland Brothers Corp.	\$200,000	May 28, 2024**

***This date will need to be revised based on the Board of Finance and City Council schedule required for approval of contract.*

Based on pricing and schedule S.D. Ireland Brothers Corporation was selected to complete the work.

Funding

This work will be funded by the money approved for Community Infrastructure Projects on May 1, 2023. Because this work came in much higher than budgeted; it will require a Budget Amendment to reallocate \$150,000 from the Community Infrastructure Project allocation for Expanded Waterworks Park Connections and Amenities to the City Hall Park Kiosk.

Community Infrastructure - May 1, 2023 Budget/Allocation

Project	Budget
Redstone Cottage Community Space	250,000
Upgrades to Fletcher Free Library's Satellite Location	50,000
Roosevelt Park Pavilion	250,000
405 Pine Street Community Room w/Kitchen	500,000
City Hall Park Kiosk	300,000
Expanded Waterworks Park Connections & Amenities	600,000
Contingency	50,000
	2,000,000

Community Infrastructure - May 6, 2024 Budget/Allocation

Project	Budget
Redstone Cottage Community Space	250,000
Upgrades to Fletcher Free Library's Satellite Location	50,000
Roosevelt Park Pavilion	250,000
405 Pine Street Community Room w/Kitchen	500,000
<i>City Hall Park Kiosk</i>	<i>457,000</i>
<i>Expanded Waterworks Park Connections & Amenities</i>	<i>450,000</i>
<i>Contingency</i>	<i>43,000</i>
	2,000,000

Attachments

1. Draft Contract
2. May 1, 2023 ARPA Community Infrastructure Resolution

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the City's Chief Administrative Officer or their designee, to execute a budget amendment to increase the City Hall Park Kiosk Budget by \$150,000 from the Expanded Waterworks Park Connections and Amenities budget of \$600,000 and to approve and recommend the Director of the Community & Economic Development Office to enter into a contract with S.D. Ireland Brothers Corporation for the purposes of completing the site work and infrastructure connections for the City Hall Park Kiosk, with a cost of up to \$197,500 and a ~10% contingency, for a total authorization and maximum limiting amount of \$220,000 subject to final review and approval of the City Attorney's Office.

City Council Motion:

To approve and authorize that the City Council approve and authorize the City's Chief Administrative Officer or their designee, to execute a budget amendment to increase the City Hall Park Kiosk Budget by \$150,000 from the Expanded Waterworks Park Connections and Amenities budget of \$600,000 and to approve and authorize the Director of the Community & Economic Development Office to enter into a contract with S.D. Ireland Brothers Corporation for the purposes of completing the site work and infrastructure connections for the City Hall Park Kiosk, with a cost of up to \$197,500 and a ~10% contingency, for a total authorization and maximum limiting amount of \$220,000 subject to final review and approval of the City Attorney's Office.

CITY OF BURLINGTON CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and S.D. Ireland Brothers Corporation (“Contractor”), a Vermont corporation located at P.O. Box 2286, South Burlington, Vermont 05407.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Contract Documents”** means all the documents identified in Section 7.A.
- B. **“Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor, and **“Parties”** means the City and Contractor.
- D. **“Project”** means the City Hall Park Kiosk Site Work.
- E. **“Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. **Purpose.** The City seeks to employ the Contractor to facilitate the necessary site work coordination required to install the new prefabricated kiosk structure. This includes, but is not limited to constructing a concrete slab to support the Kiosk structure with four smaller support footers that will connect to the roof support posts; connecting to domestic water service from the park’s seasonal fountain system; connecting to existing sanitary sewers laterals; connecting to existing electric and telecommunications systems; installing all stormwater management features; and Restore all disturbed site finishes to original condition. The Contractor will be required to apply for and obtain all necessary permits to complete the site work and utility connections as presented on the project drawings.

Add Alternates for the scope of work include: (i) Power Pedestal and conduit for park events power; and (ii) 2-inch conduit for data/internet from existing communications ground vault.

3. EFFECTIVE DATE & TERM

- A. Effective Date.** This Contract shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any performance or expense incurred before the Effective Date or after the expiration or termination of this Contract.
- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on final acceptance by the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

Contractor shall construct the Project in accordance with all the provisions hereof, including with the Contract Documents and the plans, specifications, and technical details on-file with the City and referenced or included in the Notice to Bidders (dated March 29, 2024, last revised on April 19, 2024, including any addenda thereto), all of which are incorporated herein by this reference as though fully set forth.

5. PAYMENT FOR SERVICES

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

The following items includes in the proposal are not currently included in the contract but may be added via addendum:

Power Pedestal & Conduit for Event Power - \$10,000

2 Inch Conduit for Data/Internet from existing communications ground vault - \$10,000

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

- B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

For each progress payment made prior to Substantial Completion of the Work, the Owner will withhold ten percent (10%), as retainage, from the payment otherwise due. Each application for progress payments shall include a certification substantially in the following form:

Contractor's Certification The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
Contractor Signature	
By:	Date:

Upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment, minus 200% of the value of any outstanding work.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$197,500.00. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.
- D. Invoice.** Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Zach Nersinger
 Community & Economic Development Office (CEDO)
 City of Burlington
 149 Church St, 3rd Floor
 Burlington, VT 05401
 Email: znorsinger@burlingtonvt.gov
 phone: 802-923-9218

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Notice to Bidders dated March 29, 2024, last revised on April 19, 2024

Attachment B: Contractor's Bid Form dated April 26, 2024

Attachment C: Burlington Standard Provisions for Construction Contracts

Attachment C-1: Insurance and Indemnification

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Contractor's Certificate of Insurance & Endorsements

- B. Order of Precedent.** To the extent a conflict or inconsistency exists between provisions of the Contract Documents relating to indemnification or defense, the provision most protective of the City (and of the State, if this is a state-aid contract) shall apply. In all other cases, this Contract shall govern over the other Contract Documents; plans, technical specifications, and technical details shall govern over other provisions; and the remaining Contract Documents shall govern over conflicting provisions of Contractor's bid.

— Signatures follow on the next page —

SIGNATURE

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

Contractor
S.D. IRELAND BROTHERS CORPORATION

By: _____

Date: _____

City of Burlington
COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

By: _____

Brian Pine
Director

Date: _____

Attachment A:
Notice to Bidders dated March 29, 2024, last revised on April 19, 2024

CITY OF BURLINGTON
REQUEST FOR PROPOSALS (RFP) FOR CONTRACTOR SERVICES
SITE WORK AND UTILITY CONNECTIONS
FOR THE NEW CITY HALL PARK KIOSK

The City of Burlington is seeking the services of a qualified contractor(s) to complete the site work and utility connections required for the installation of a new permanent food vendor kiosk structure (the "Kiosk") in City Hall Park, located at 149 Church St, Burlington, VT 05401.

Date of Issue: March 29, 2024

Questions Due Date: April 11, 2024

Response to Questions Posted: April 15, 2024

Proposal Due Date: ~~April 18, 2024, 5:00 PM~~ **REVISED: April 26, 2024 4:00PM**

Questions & Submissions submitted electronically to:

Zachary Nersinger

Senior Projects & Policy Specialist for Community Works

Community & Economic Development Office (CEDO)

znersinger@burlingtonvt.gov

(802) 923-9218

Responses to all submitted questions will be posted at: <http://www.burlingtonvt.gov/RFP>.

I. BACKGROUND

City Hall Park has been used as a public space dating back to the 18th Century. While its name and configuration have changed over time, it has remained a significant public open space in the core of Burlington's downtown. In 2020 the City completed a historic reconstruction of the Park that prioritizes a healthy, functioning urban park, accessibility for all users in all seasons, and the enhancement of this historic space to meet the modern needs of the community. Today the park is activated year-round with concert series, festivals, and a summer and winter food and makers market that bring residents and tourists of all ages to enjoy the City's cultural offerings. Learn more about the reconstruction of City Hall Park at: <http://greatstreetsbtv.com/city-hall-park>. The design for this reconstructed park included a food/beverage kiosk that was not included in the construction for the budgetary reasons. The City is now moving forward with this component.

The Kiosk has been custom designed by the design-build firm RENZ+OEI, and the site plans have been designed by the civil engineering consultant Engineering Ventures. These designs and plan drawings are included in **Exhibits A and C** of this RFP. The Kiosk will be prefabricated off site and delivered for opening in June 2024.

II. SCOPE OF WORK

All site work must be completed in preparation for delivery of the Kiosk by **Tuesday, May 28, 2024**.

General site work includes, the coordination of constructing a concrete slab to support the Kiosk structure with four smaller support footers that will connect to the roof support posts. The Kiosk will be serviced by a new connection to domestic water available from the park's seasonal fountain system; a connection to existing sanitary sewers laterals in the park; and connections to existing electric and telecommunications systems. The scope includes the following:

1. Install silt fence along eastern work extents at the edge of the rain garden.
2. Provide inlet protection at catch basins in patio area as needed.
3. Remove pavers along existing joints and pour concrete slab for kiosk foundation and column footings; coordinate column footings with Kiosk design/build team.
4. Saw-cut sidewalk along existing joints and core through seatwall foundation to install water service line and associated valves and fixtures; ensure connection is made with curb stop and blow off so that the fountain can continue to be winterized.
5. Install sanitary sewer service line and associated fixtures, core new hole to connect at existing manhole.
6. Restore all disturbed site finishes to original condition.
7. Install conduit from existing line to proposed electric service box and pull new wires for kiosk power.
8. Complete water and sanitary connections to Kiosk and perform necessary tests for functioning. Work must be performed by a Licensed Plumber.
9. Complete electric connections to Kiosk and perform necessary test for functioning. Work must be performed by a Licensed Electrician.
10. Connect the downspout from the kiosk roof to a level spread east of the patio.

The scope of work includes two (2) Add Alternates:

1. New power pedestal and conduit for event power.
2. New conduit between the existing communications ground vault and the Kiosk to accommodate direct internet connection.

Please refer to the project plans for layout and additional details in **Exhibit A**. For more information about the civil site plans please contact Julia Ginorio, PE, at Engineering Ventures – juliag@engineeringventures.com.

A copy of the as-built drawings from the 2018 City Hall Park Renovation project (as existing conditions) is included in **Exhibit D** of this RFP.

The Kiosk is scheduled to be delivered to the site on **May 29, 2024** on a flatbed vehicle with a hoist that can position the Kiosk in place on the foundation, followed by the two (2) sections of the roof. However, if the delivery vehicle cannot perform the necessary maneuvers in the park to achieve the necessary positions for unloading the Kiosk sections, then a crane system may be required. See **Exhibit C** with the Kiosk design plans. For more information about the design plans please contact Jean Oei at RENZ+OEI – jean@renzoei.com.

PERMITS:

The City is responsible for zoning permit and building permit for the Kiosk, as well as the State ANR Water / Wastewater Permit.

The selected site work contractor will be required to apply for and obtain all necessary permits to complete the site work and utility connections as presented on the project drawings.

Coordination with CEDO, Department of Permits & Inspections (DPI), Department of Public Works (DPW), Water Resources, Burlington Electric Department (BED), Burlington Telecom (BT), Burlington City Arts (BCA), and Burlington Parks, Recreation & Waterfront (BPRW) may be required during the pre-construction process and site work.

III. RESPONSE FORMAT

Contractors are encouraged to be concise. All proposals must include, but are not limited to, the following:

- A.** Letter of Interest.
- B.** Completed and signed Bid Form (**Exhibit B**).
- C.** A brief description of the firm's history and experience with construction, excavation, and utility work in a registered national historic park. Please disclose and intentions to partner with another company and provide pertinent information on the sub-contractor(s).
- D.** A work history of up to three (3) related projects showing for each:
 - Name, address and phone number for each client.
 - Brief project description.
 - Statement as to whether project was completed on time and within budget.

IV. CONTRACTOR SELECTION

A. Criteria: Proposals shall be evaluated based on the criteria listed below:

- 1.** Priority assigned to the project and current workload of the firm with particular reference to the personnel and other resources being proposed. Firm's capacity to complete work in an efficient timeframe will be critical.
- 2.** Total Project Cost.
- 3.** Past performance record and relevant experience.
- 4.** Quality of work, timeliness and experience; and financial responsibility of the firm. **

Each General Contractor shall respond to evaluation criteria items 1 through 4 (above) in a concise and easily identifiable manner. Information shall be utilized in the final selection decision.

*** The firm must agree to carry professional liability insurance including errors and omissions in an amount not less than \$1,000,000. (See additional insurance requirements in **Exhibit H and Exhibit G**.)*

B. Evaluation Criteria Scoring:

1. Priority and Current Workload of Firm	20
2. Total Project Cost	40
3. Past Performance	20
4. <u>Quality of Work and Financial Responsibility of Firm</u>	<u>20</u>
Total Available Points	100

Proposals will be reviewed and evaluated by city staff based on the information provided. Additional information may be requested prior to final selection.

- C. Rejection of Proposals:** The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract in the City's best interests, including proposed contractor's schedule. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals.

No proposal will be considered accepted until all necessary City authorizations, including those required by Board of Finance and City Council if necessary, have been received and an agreement is executed by both parties.

V. SUBMISSIONS

A. Deadline for Receipt of Proposals:

All proposals in response to this Request for Proposals (RFP) must be received by email to the point of contact no later than 5:00 p.m. on the above due date. The proposal shall be marked "**City Hall Park Kiosk Site Work and Utility Connections**". Late proposals will not be accepted under any circumstances. Electronic proposals are preferred as long as they are received by the point of contact by the required deadline. It is the responsibility of the entity submitting replies and proposals to ensure that the point of contact has received a completed proposal by the required deadline.

B. Answers to Questions and Revisions to Request for Proposal:

Any revisions, addendums and answers to questions received by the question deadline will be sent to consultants who directly received this proposal via email. In addition, revisions will be posted on the City's RFP web page – <http://burlingtonvt.gov/RFP/>. It is advised that consultants sign up for the GovDelivery notification so that they will be notified of any changes.

Point of Contact: Zachary Nersinger
Senior Projects & Policy Specialist for Community Works
Community & Economic Development Office (CEDO)
znersinger@burlingtonvt.gov
(802) 923-9218

VI. EXHIBITS

- Exhibit A: Bid Documents and Specifications by Engineering Ventures
- Exhibit B: Contractor Bid Form
- Exhibit C: Kiosk design drawings by RENZ+OEI
- Exhibit D: City Hall Park As-Built Drawing, 2021
- Exhibit E: Site Photos: Existing Conditions and 2020 Park Construction
- ~~Exhibit F: Draft Contract Template for Construction Contracts~~
- ~~Exhibit G: Burlington Standard Contract Conditions, Construction (Attachment C)~~
- ~~Exhibit H: Insurance Indemnification (Attachment C-1)~~
- ~~Exhibit I: Burlington Livable Wage Ordinance Certification~~
- ~~Exhibit J: Burlington Outsourcing Ordinance Certification~~
- ~~Exhibit K: Burlington Union Deterrence Ordinance Certification~~

Duplicate Exhibits
Removed, shown in
Contract

Bid documents include this main body of the request for proposals and all exhibits.

VII. CONTRACTING

The contractor must qualify as an independent contractor and, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the consultant shall obtain Insurance Coverage in accordance with the Burlington Contract Conditions (**Exhibit H** in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

VIII. AGREEMENT REQUIREMENTS

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Contract Conditions (**Exhibit H**) and the attached Draft Agreement. No proposal will be considered accepted until all necessary City authorizations – including those required by Board of Finance and City Council if necessary - have been received and an agreement is executed by both parties.

IX. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for the response to this Request for Proposals.

X. COSTS ASSOCIATED WITH PROPOSAL

Any costs incurred by any person or entity in preparing, submitting, or presenting a proposal are the sole responsibility of that person or entity, including any requests for additional information or interviews. The City will not reimburse any person or entity for any costs incurred prior to the issuance of the contract.

XI. INDEMNIFICATION

Any party responding to this Request for Proposals is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Proposals will be required to indemnify, defend, and hold harmless the City, its officers, and employees from all liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the responding party's acts and/or omissions in or related to the response.

XII. REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals, to negotiate with one or more parties, or to award the contract to the proposal the City deems will meet its best interests, even if that proposal is not the lowest bid. The City reserves the right to re-advertise for additional proposals and to extend the deadline for submission of the proposals. This Request for Proposals in no way obligates the City to award a contract.

XIII. OWNERSHIP OF DOCUMENTS

Any materials submitted to the City in response to this Request for Proposals shall become the property of the City unless another arrangement is made by written agreement between the City and the responding party. The responding party may retain copies of the original documents.

XIV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

If a bidder knows, suspects, or has reasonable cause to believe, that an error or omission exists in any bid documents, including but not limited to unit prices and rate calculations, the bidder shall immediately give the City written notice thereof. Contractor shall not cause or permit any work to be conducted that may related to the error or omission without first receiving written acknowledgment from the City that City representatives understand the possible error or omission and have approved the requested modifications to the bid or contract documents or that the contractor may proceed without any modification being made to the bid or contract documents.

XV. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(g) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

Exhibit A:

Bid Documents and Specifications by Engineering Ventures

SITE/EARTHWORK SPECIFICATIONS

- 1. PRIOR TO THE START OF WORK, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE OWNER, CONTRACTOR, PROJECT ENGINEER AND CITY DPW TO REVIEW PROCEDURES AND IDENTIFY RESPONSIBILITIES. FOUR WEEKS NOTICE SHALL BE GIVEN TO THE TOWN PRIOR TO START OF CONSTRUCTION. UNLESS STATED OTHERWISE, ALL MATERIALS AND METHODS SHALL BE IN ACCORDANCE WITH THE MOST RECENT VERSION OF VERMONT AGENCY OF TRANSPORTATION SPECIFICATIONS.
- 2. CLEARING AND GRUBBING- SITE TO BE RESTORED TO PRE-CONSTRUCTION CONDITIONS, INCLUDING DRIVEWAYS, STONE WALLS, AND GRASS AREAS. ALL PAVING SUB-GRADE MATERIAL SHALL EXTEND ONE FOOT BEYOND THE EDGE OF PAVING.
- 3. COMPACTION OF ALL MATERIALS SHALL BE PERFORMED USING VIBRATORY ROLLERS AND WATER IN LIFTS OF NO GREATER THAN TWELVE INCHES. COMPACTION SHALL BE PERFORMED UNTIL THE REQUIRED DENSITY IS ACHIEVED. DENSITY SHALL BE DETERMINED BY ASTM D2922 AND SHALL NOT BE LESS THAN THE REQUIRED AMOUNT AS DETERMINED IN ACCORDANCE WITH ASTM D1557.
- 4. COMPACTION TESTING SHALL BE PERFORMED FOR EVERY LAYER OF MATERIAL PLACED AND FOR EVERY 2,500 SQUARE FEET OF AREA.
- 5. ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED IN ACCORDANCE WITH APPLICABLE STATE SPECIFICATIONS FOR EROSION PREVENTION AND SEDIMENT CONTROL.
- 6. THE SEEDING OF 10% OR GREATER SLOPES SHALL REQUIRE THE USE OF EROSION CONTROL MATTING.
- 7. THE COST OF INITIAL INSPECTION AND TESTING SHALL BE PAID BY THE OWNER. SUBSEQUENT TESTING DUE TO FAILURE SHALL BE PAID BY THE CONTRACTOR.
- 8. ALL EARTHWORK MATERIALS SHALL BE OBTAINED FROM APPROVED SOURCES. THEY SHALL CONSIST OF SATISFACTORILY GRADED, FREE DRAINING MATERIAL, REASONABLY FREE FROM LOAM, SILT, CLAY AND ORGANIC MATERIAL. EARTHWORK MATERIALS SHALL MEET THE REQUIREMENTS OF THE FOLLOWING TABLES:

A. SAND BLANKET/BEDDING:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	2 INCHES	100
	1-1/2 INCHES	90 - 100
	1/2 INCH	70 - 100
	NO. 4	60 - 100
	NO. 100	0 - 20
	NO. 200	0 - 8

B. 3/4" CRUSHED STONE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	1 INCH	100
	3/4 INCHES	90 - 100
	3/8 INCH	20 - 55
	NO. 4	0 - 10
	NO. 8	0 - 5

C. 1-1/2" CRUSHED STONE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	2 INCH	100
	1-1/2 INCH	95 - 100
	3/4 INCH	35 - 70
	3/8 INCH	10 - 30
	NO. 4	0 - 5

D. COARSE CRUSHED GRAVEL:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	4 INCHES	95 - 100
	NO. 4	25 - 50
	NO. 100	0 - 12
	NO. 200	0 - 6

E. FINE CRUSHED GRAVEL:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	2 INCHES	100
	1-1/2 INCHES	90 - 100
	NO. 4	30 - 60
	NO. 100	0 - 12
	NO. 200	0 - 6

F. GRANULAR BACKFILL:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	3 INCHES	100
	2 1/2 INCHES	90 - 100
	NO. 4	45 - 75
	NO. 100	0 - 12
	NO. 200	0 - 6

G. DRAINAGE AGGREGATE:	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	1 INCHES	100
	3/4 INCH	90 - 100
	3/8 INCH	20 - 55
	NO. 4	60 - 100
	NO. 100	0 - 10
	NO. 200	0 - 5

H. AGGREGATE FOR EROSION PREVENTION & SEDIMENT CONTROL	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	4 INCHES	80 - 100
	3 INCHES	40 - 60
	2 INCHES	0 - 20

I. DENSE GRADED CRUSHED STONE FOR SUBBASE	SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
	3 1/2 INCHES	100
	3 INCHES	90 - 100
	2 INCHES	75 - 100
	1 INCH	50 - 80
	1/2 INCHES	30 - 60
	NO. 4	15 - 40
	NO. 200	0 - 6

- J. TOPSOIL SHALL MEET THE FOLLOWING REQUIREMENTS UNLESS OTHERWISE SPECIFICALLY STATED IN THE CONTRACT DOCUMENTS:
- 1. THE pH OF THE MATERIAL SHALL BE BETWEEN 5.5 AND 7.6.
- 2. THE ORGANIC CONTENT SHALL BE NOT LESS THAN 2% NOR MORE THAN 20%.
- 3. GRADATION:

SIEVE DESIGNATION	PERCENT BY WEIGHT PASSING SQUARE MESH SIEVES
2 INCHES	100
1 INCH	85 - 100
1/4 INCH	65 - 100
NO. 200	20 - 80

THE CONTRACTOR MAY AMEND NATURAL TOPSOIL WITH APPROVED MATERIALS AND BY APPROVED METHODS TO MEET THE ABOVE SPECIFICATIONS.

GENERAL NOTES

- 1. EXACT OBJECT LOCATIONS MAY DIFFER FROM THAT AS SHOWN, AND ADDITIONAL SUB-SURFACE AND SURFACE UTILITIES AND STRUCTURES MAY EXIST. THE CONTRACTOR IS TO PROCEED WITH GREAT CARE IN EXECUTING ANY WORK AND TO CALL DIG SAFE 72 HOURS PRIOR TO ANY DIGGING, DRILLING OR BLASTING.
- 2. THE ENGINEER SHALL BE NOTIFIED IN WRITING OF ANY CONDITIONS THAT VARY FROM THOSE SHOWN ON THE PLANS. THE CONTRACTOR'S WORK SHALL NOT VARY FROM THE PLANS WITHOUT THE EXPRESSED APPROVAL FROM THE ENGINEER.
- 3. THE CONTRACTOR IS INSTRUCTED TO COOPERATE WITH ANY AND ALL OTHER CONTRACTORS PERFORMING WORK ON THIS JOB SITE DURING THE PERFORMANCE OF THIS CONTRACT.
- 4. THE CONTRACTOR SHALL RESTORE LAWNS, DRIVEWAYS, CULVERTS, SIGNS AND OTHER PUBLIC OR PRIVATE PROPERTY DAMAGED OR REMOVED TO EXISTING CONDITIONS OR BETTER AS DETERMINED BY THE ENGINEER. ANY DAMAGED TREES, SHRUBS AND/OR HEDGES SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE, UNLESS NOTED OTHERWISE.
- 5. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIRED PERMITS.
- 6. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING, AND INCURRING THE COST OF ALL REQUIRED PERMITS, INSPECTIONS, AND CERTIFICATES.
- 7. THE CONTRACTOR WILL PROTECT EXISTING PROPERTY LINE MONUMENTATION. ANY MONUMENTATION DISTURBED OR DESTROYED, AS JUDGED BY THE ENGINEER OR OWNER SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE UNDER THE SUPERVISION OF A VERMONT STATE LICENSED LAND SURVEYOR.
- 8. IT IS THE CONTRACTOR'S RESPONSIBILITY TO EXAMINE ALL PLAN SHEETS AND SPECIFICATIONS, AND COORDINATE WORK WITH ALL CONTRACTS FOR THE SITE.
- 9. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONDUCT EXPLORATORY TEST PITS AS MAY BE REQUIRED TO DETERMINE UNDERGROUND CONDITIONS.
- 10. ALL TRENCH EXCAVATION AND ANY REQUIRED SHEETING AND SHORING SHALL BE DONE IN ACCORDANCE WITH THE LATEST OSHA REGULATIONS FOR CONSTRUCTION.
- 11. CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND THE MAINTENANCE OF SURFACE DRAINAGE DURING THE COURSE OF WORK.
- 12. MAINTAIN FLOW FOR ALL EXISTING UTILITIES, UNLESS NOTED OTHERWISE.
- 13. ALL SITE FILL SHALL MEET SELECTED FILL STANDARDS UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- 14. CONTRACTOR TO GRADE ALL AREAS ON THE SITE TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS AND IMPERVIOUS SURFACES.
- 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL FIELD LAYOUT. THE CONTRACTOR SHALL PROVIDE MARKED-UP AS-BUILT PLANS FOR ALL UTILITIES SHOWING CONNECTIONS, BENDS, VALVES, LENGTHS OF LINES AND INVERTS. AS-BUILT PLANS SHALL BE REVIEWED BY THE OWNER AND HIS REPRESENTATIVES BEFORE UTILITIES WILL BE ACCEPTED.
- 16. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER INSTALLATION, MONITORING, MAINTENANCE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES AND TAKING PRECAUTIONARY STEPS TO AVOID ANY SEDIMENT TRANSFER TO NEIGHBORING SITES OR WATERS OF THE STATE.

CIVIL LINETYPE LEGEND

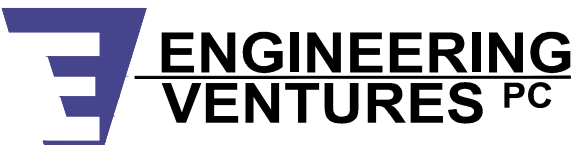
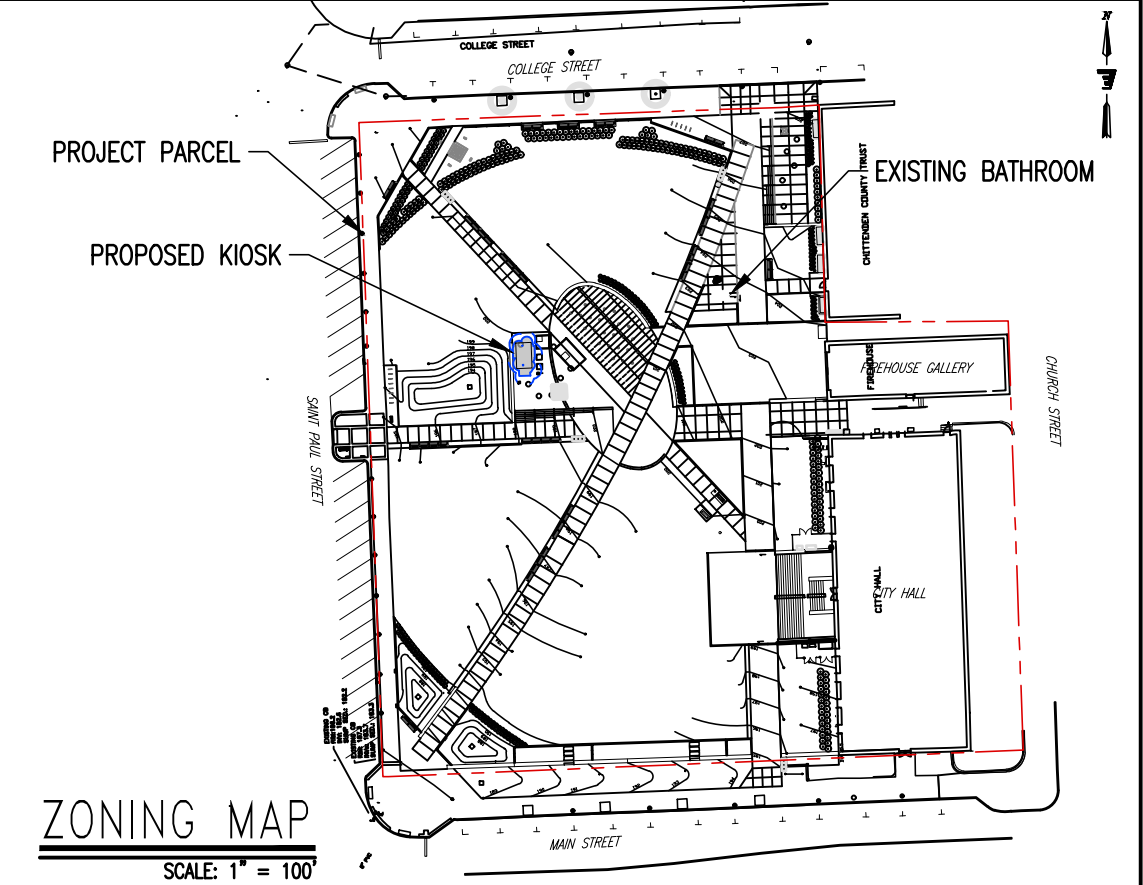
PROPOSED FEATURES	EXISTING FEATURES
 SS	 SANITARY SEWER
 SD	 STORM LINE
 T	 TELECOMM
 E	 ELECTRIC LINE
 W	 WATER LINE

ZONING TABLE

FORM DISTRICT, CIVIC SPACES (SEC. 14.3.6-E)			
CRITERIA	LIMITATION	EXISTING	PROPOSED
SIZE	0.5 AC. MIN - 5 AC. MAX	2.4	2.4
LOT COVERAGE	60% MAX.	52	52
STRUCTURES	600 SF MAX. IN AGGREGATE*	60	240
* NOT INCLUDING THE EXISTING CITY HALL OR FIREHOUSE GALLERY BUILDINGS			

WATER/WASTEWATER BASIS OF DESIGN

	USE	WATER FLOW	WASTEWATER FLOW
EXISTING PERMIT WW-4-5307	PICNIC AREA	450 GPD	400 GPD
PROPOSED KIOSK	TAKE-OUT FACILITY WITH NO ON-SITE SEATING	100 GPD	100 GPD
TOTAL		550 GPD	500 GPD



208 Flynn Avenue, Suite 2A, Burlington, VT 05401 • 802-863-6225
85 Mechanic Street, Suite E2-3, Lebanon, NH 03766 • 603-442-9333
414 Union Street, Schenectady, NY 12305 • 518-205-9141
www.engineeringventures.com

City of Burlington
CEDO
149 Church St.
Burlington, VT
05401

Sheet Title:

COVER SHEET AND NOTES

Project Title:

CITY HALL PARK KIOSK

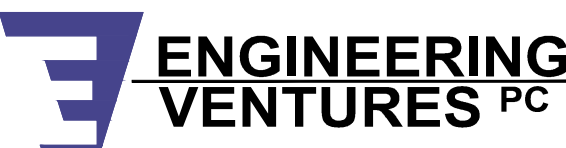
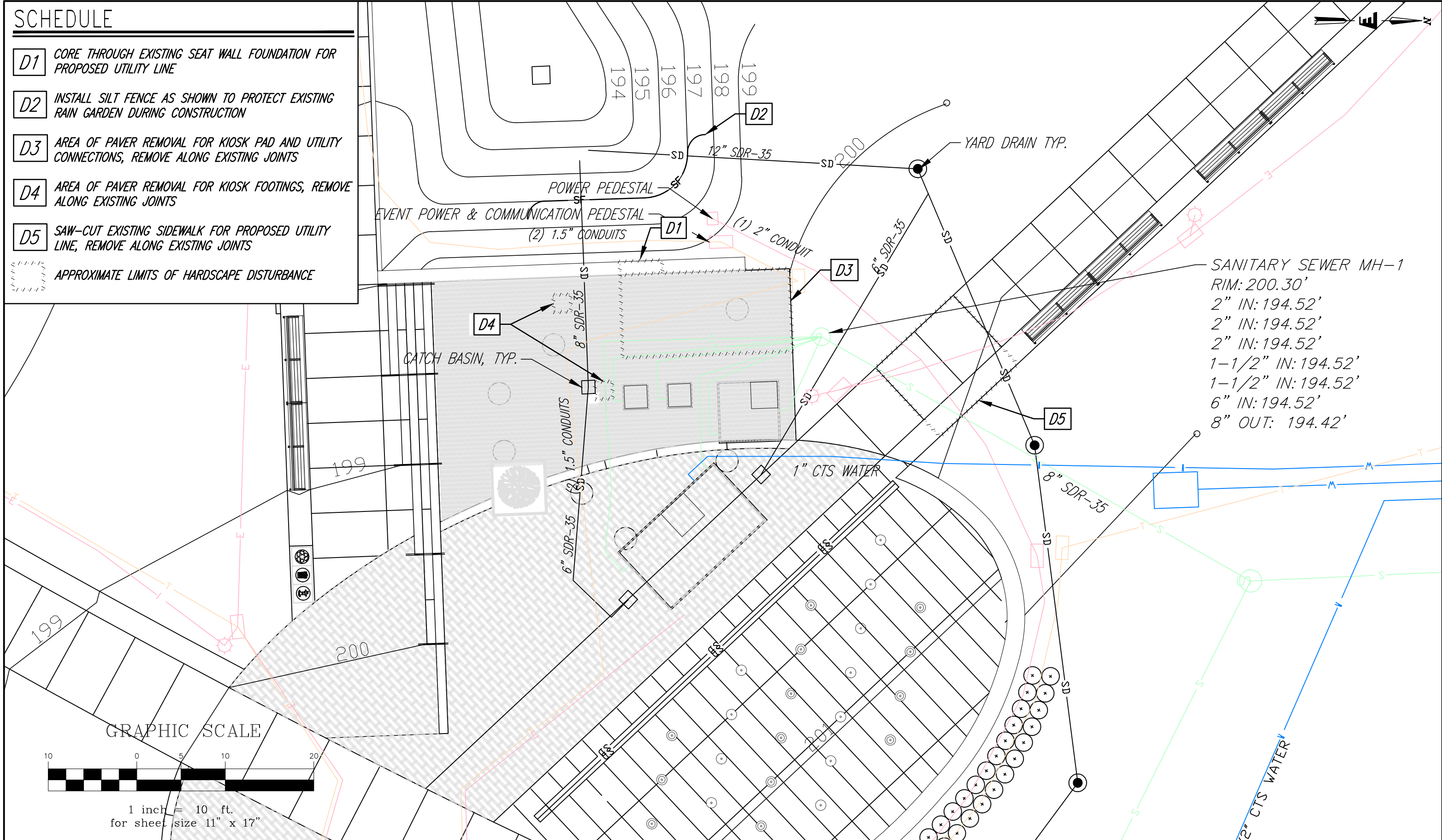
EV Project #	23461
Drawn By:	JG
Checked By:	KW
Scale:	AS SHOWN
Date:	2024/03/15

Figure:

C0.0

SCHEDULE

- D1** CORE THROUGH EXISTING SEAT WALL FOUNDATION FOR PROPOSED UTILITY LINE
- D2** INSTALL SILT FENCE AS SHOWN TO PROTECT EXISTING RAIN GARDEN DURING CONSTRUCTION
- D3** AREA OF PAVER REMOVAL FOR KIOSK PAD AND UTILITY CONNECTIONS, REMOVE ALONG EXISTING JOINTS
- D4** AREA OF PAVER REMOVAL FOR KIOSK FOOTINGS, REMOVE ALONG EXISTING JOINTS
- D5** SAW-CUT EXISTING SIDEWALK FOR PROPOSED UTILITY LINE, REMOVE ALONG EXISTING JOINTS
-  APPROXIMATE LIMITS OF HARDSCAPE DISTURBANCE



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City of Burlington
CEDO
149 Church St.
Burlington, VT
05401

Sheet Title:

EXISTING CONDITIONS & DEMOLITION PLAN

Project Title:

CITY HALL PARK KIOSK

EV Project #	23461
Drawn By:	JG
Checked By:	KW
Scale:	1"=10'
Date:	2024/03/15

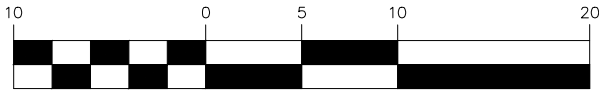
Figure:

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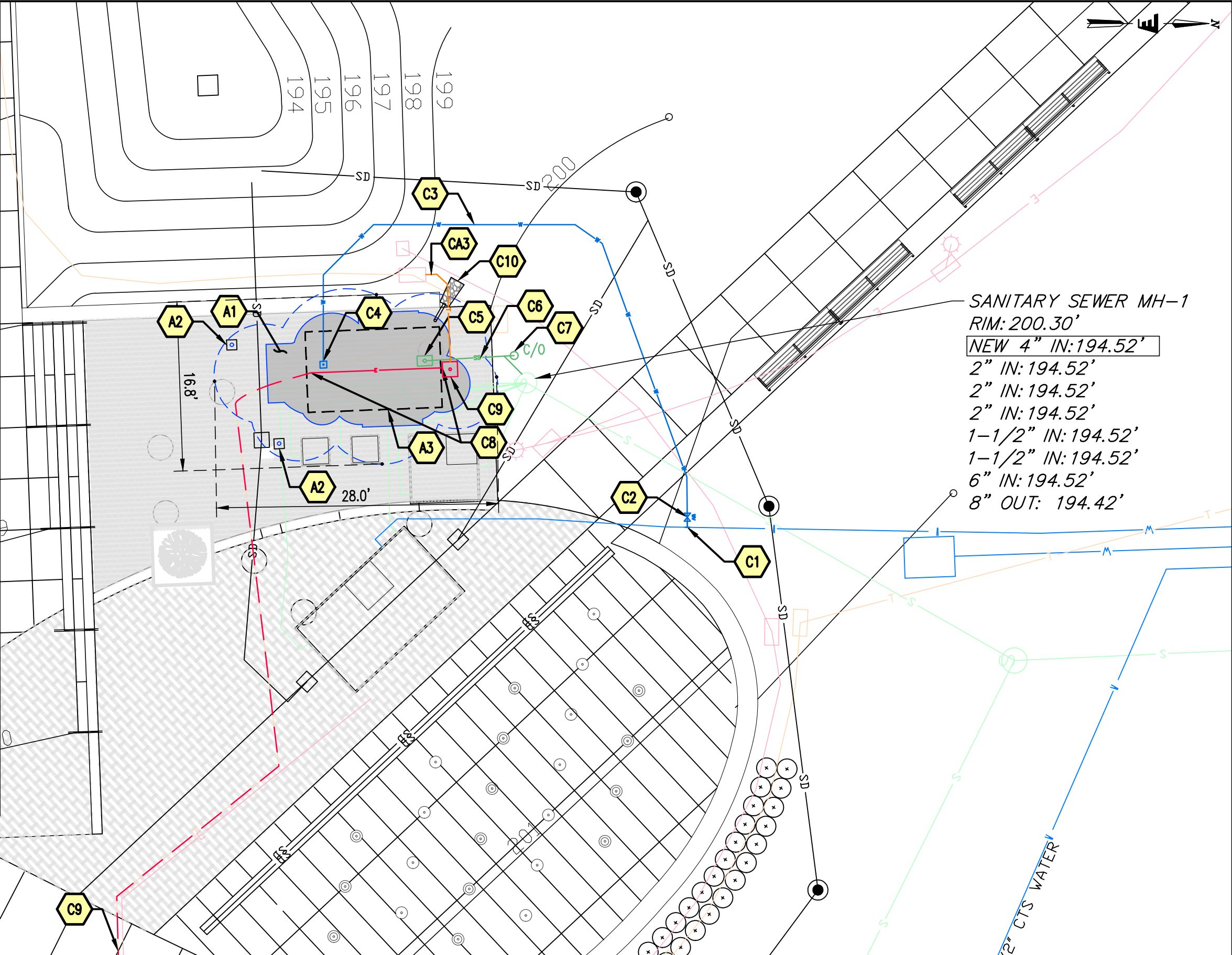
SCHEDULE

- A1** +/- 140 SF KIOSK, REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DETAILS
- A2** 24"X24" COLUMN FOOTING FOR CANOPY, TYP. OF (2), REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DETAILS
- A3** 5" THICK CONCRETE SLAB FOR KIOSK FOUNDATION, REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL DETAILS
- C1** 1" X 1" X 3/4" CTS PEX T CONNECTION AT EX. WATER SERVICE LINE
- C2** 3/4" STOP AND WASTE VALVE
- C3** +/- 68 LF OF 3/4" CTS PEX PIPE WITH ASSOCIATED BENDS AND FITTINGS
- C4** VERTICAL WATER SERVICE AT CONNECTION BOX
- C5** 4" PVC VERTICAL SANITARY SEWER SERVICE CONNECTION BOX
- C6** +/- 15 LF OF 4" SCH. 40 PVC SANITARY SEWER SERVICE PIPE WITH ASSOCIATED BENDS AND FITTINGS
- C7** SANITARY SEWER CLEANOUT
- C8** +/- 10 LF OF 2" RIGID GALVANIZED CONDUIT FROM EX. LINE
- C9** 200 AMP, 208 VOLT, 3-PHASE ELECTRIC SERVICE, FEED (4) #3/0 COPPER AND (1) 2 AWG GROUND THROUGH EX. CONDUIT FROM CITY HALL (SITE ELECTRICIAN TO FURNISH AND INSTALL ALL REQUIRED CONDUIT AND FEEDERS AND PROVIDE FINAL CONNECTIONS)
- C10** CONNECT LEADER EXTENSION TO DOWNSPOUT AND PROVIDE LEVEL SPREADER AT OUTLET
- CA3** +/- 10 LF OF 2" SCH. 40 PVC CONDUIT WITH ASSOCIATED BENDS AND FITTINGS FROM EX. COMMUNICATIONS VAULT (BURLINGTON TELECOM TO INSTALL AND TERMINATE LINE WHEN KIOSK IS INSTALLED)

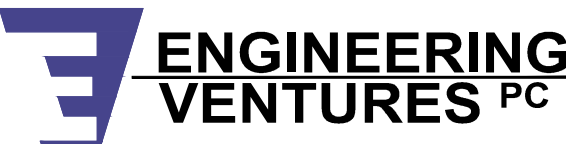
GRAPHIC SCALE



1 inch = 10 ft.
for sheet size 11" x 17"



SANITARY SEWER MH-1
RIM: 200.30'
NEW 4" IN: 194.52'
2" IN: 194.52'
2" IN: 194.52'
2" IN: 194.52'
1-1/2" IN: 194.52'
1-1/2" IN: 194.52'
6" IN: 194.52'
8" OUT: 194.42'



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City of Burlington
CEDO
149 Church St.
Burlington, VT
05401

Sheet Title:

SITE PLAN

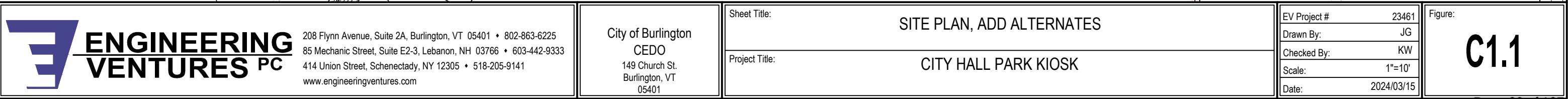
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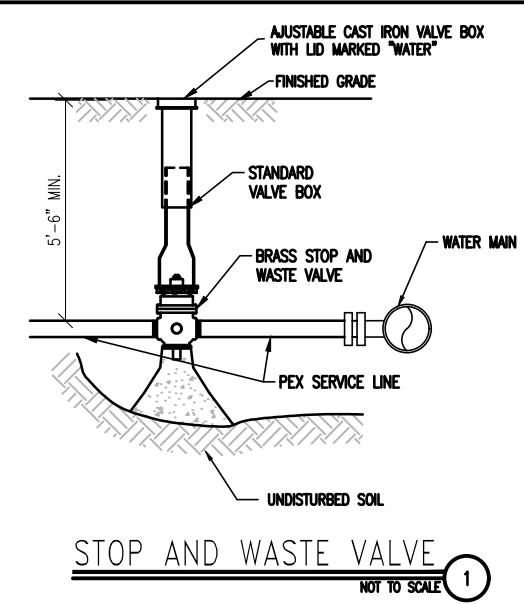
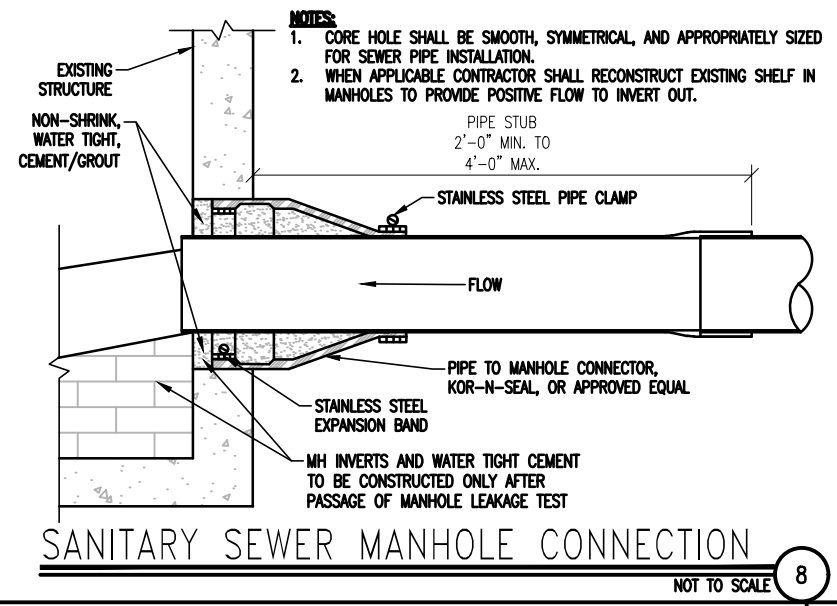
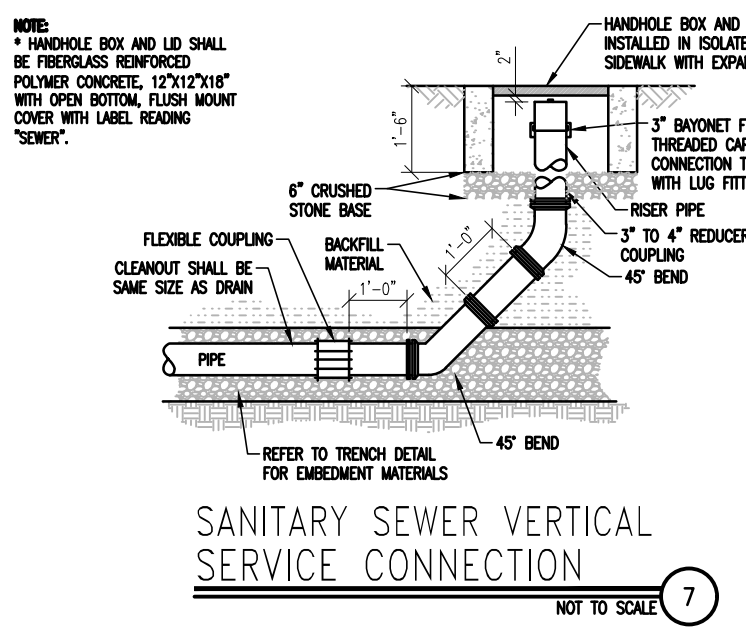
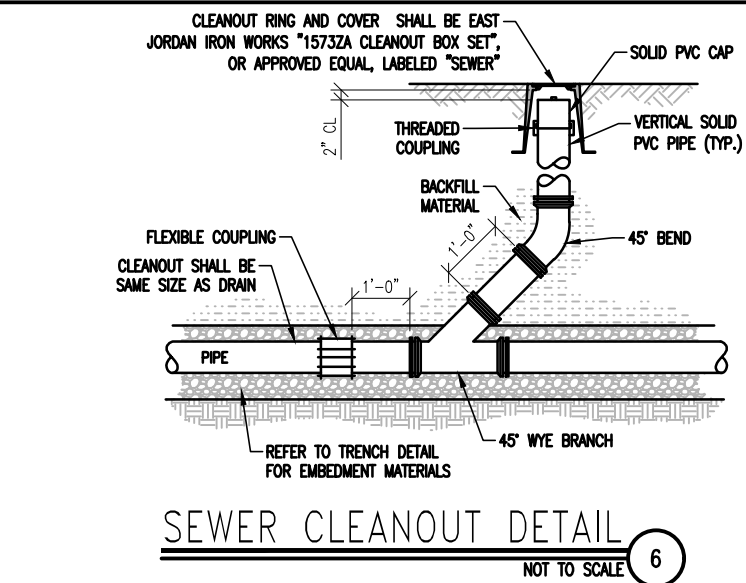
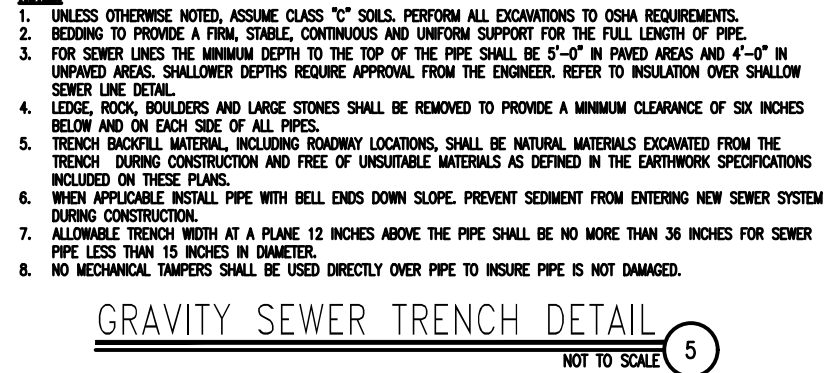
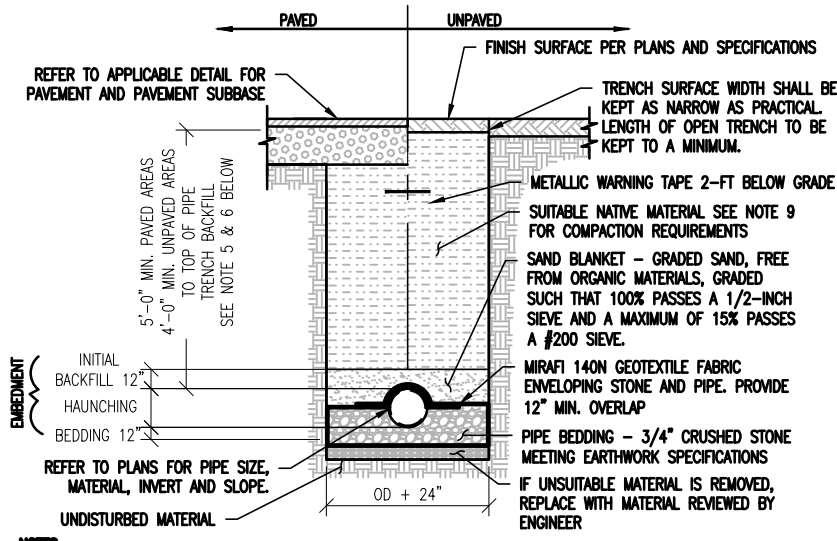
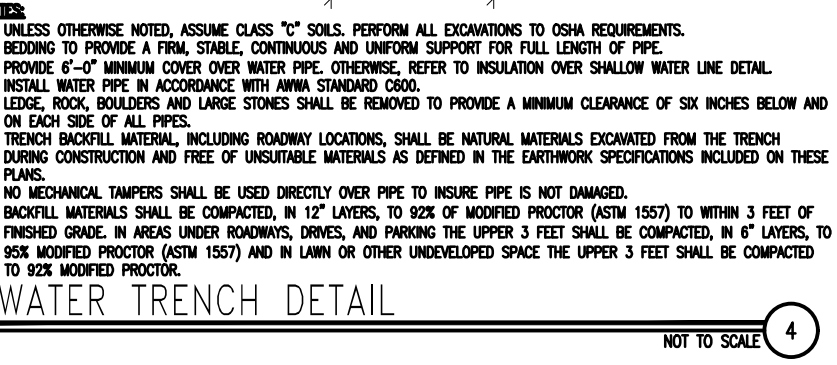
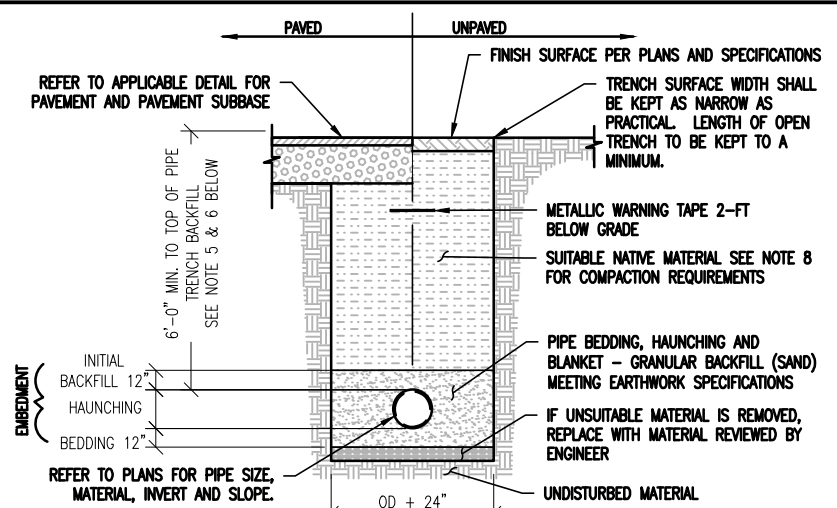
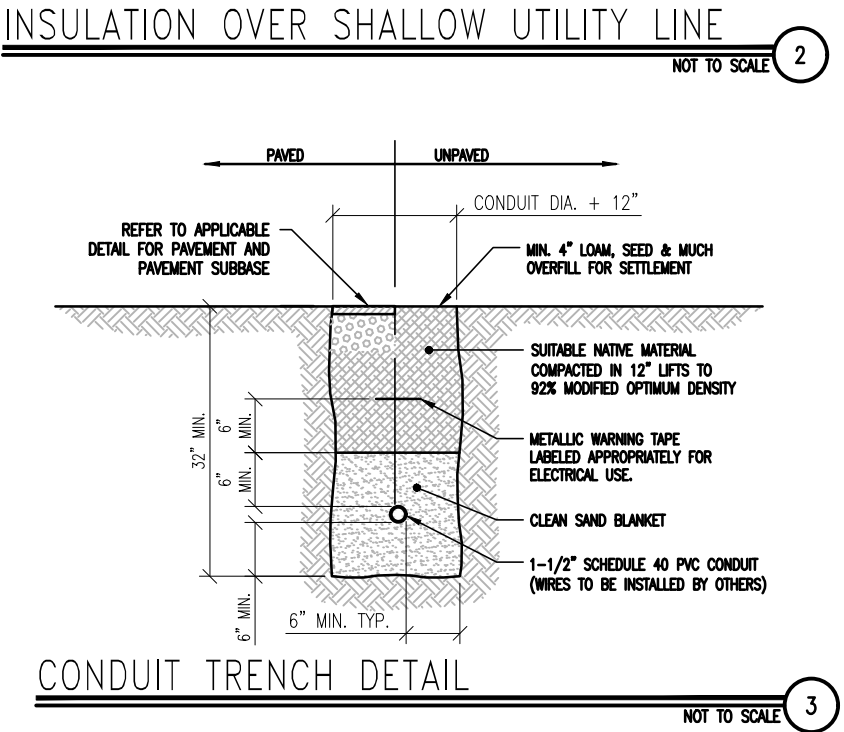
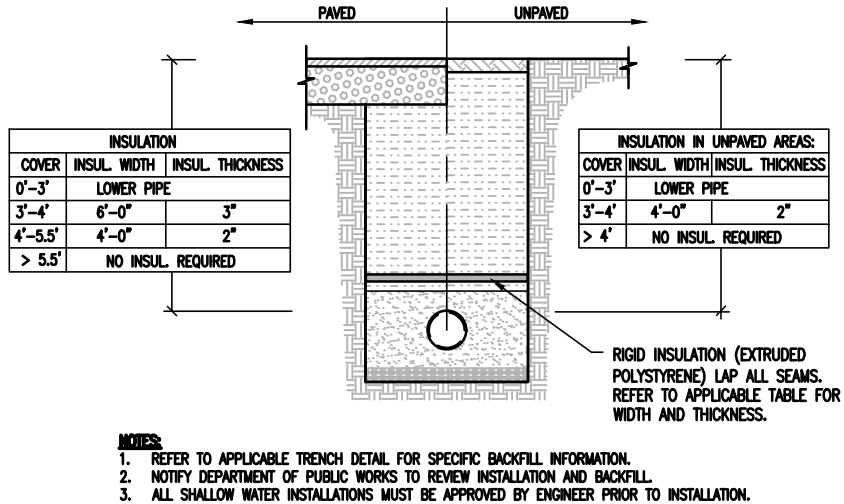
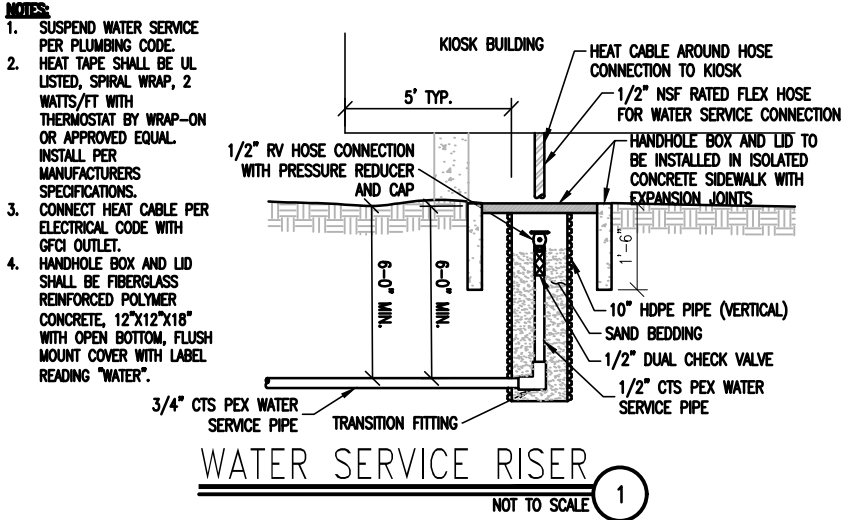
CITY HALL PARK KIOSK

EV Project #	23461
Drawn By:	JG
Checked By:	KW
Scale:	1"=10'
Date:	2024/03/15

Figure:

C1.0





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149 Church St.

Burlington, VT

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Sheet Title:

Project Title:

SITE DETAILS

CITY HALL PARK KIOSK

EV Project # 23461

Drawn By: JG

Checked By: KW

Scale: NTS

Date: 2024/03/15

Figure:

C2.0

Exhibit B:
Contractor Bid Form

BID FORM

PROJECT: CITY HALL PARK KIOSK SITE WORK (CITY OF BURLINGTON, VT)

Contractor: _____	Address: _____
Contact: _____	City/State/ZIP: _____
Email: _____	Telephone: _____
Estimated Start Date: _____	Estimated End Date: _____

Contract Documents: In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the *City Hall Park Kiosk project* in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

Independence of the Bid: By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Project Time: BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the date of Substantial Completion as set forth in the Contract Documents.

Bid Duration: This Bid shall be good for 60 days from time of opening.

BASE BID

The Bidder acknowledges the inclusion of the following items with this bid:

- **Exhibit A: Contractor's Scope of Work: Plans and Specification**
- **Exhibit B: Draft Contract**
- **Exhibit C: Burlington Standard Contract Conditions**
- **Exhibit D: Burlington Livable Wage Ordinance Certification**
- **Exhibit E: Burlington Union Deterrence Ordinance Certification**
- **Exhibit F: Kiosk Construction Documents**

NOTE: This project is TAX EXEMPT. Prices quoted shall not include sales tax.

Base Bid:

ITEM	UNIT	SUBTOTAL
Kiosk Site Work	Lump Sum	

Add Alternates:

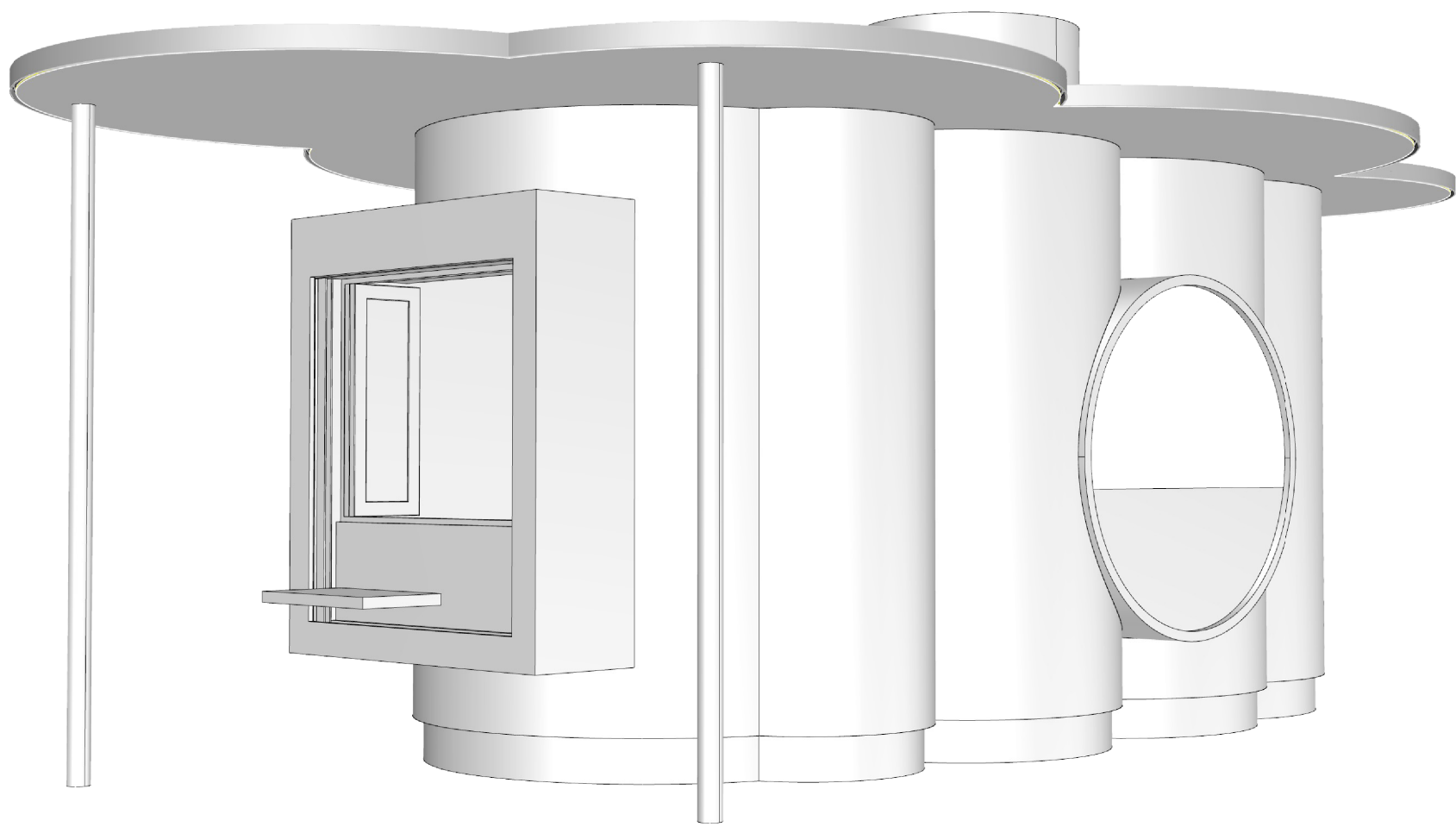
ITEM	UNIT	SUBTOTAL
Power Pedestal & Conduit for Event Power (C1.1)	Lump Sum	
2 Inch Conduit for Data/Internet from Existing Communications Ground Vault (C1.0)	Lump Sum	

Contractor Name: _____**Signature:** _____**Date:** _____

Exhibit C:
Kiosk Design Drawings by RENZ+OEI

CONSTRUCTION DOCUMENTS-REV1

MARCH 28, 2024



ARCHITECTURAL
KITCHEN EQUIPMENT
STRUCTURAL
MECHANICAL/ PLUMBING
ELECTRICAL

BURLINGTON, VT
CITY HALL PARK KIOSK

DESIGN-BUILD

RENZ  **E** | x WADE AND LETA
STUDIO SEO
HARRIS STRUCTURAL ENGINEERING

ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP

CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK

PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
COVER SHEET

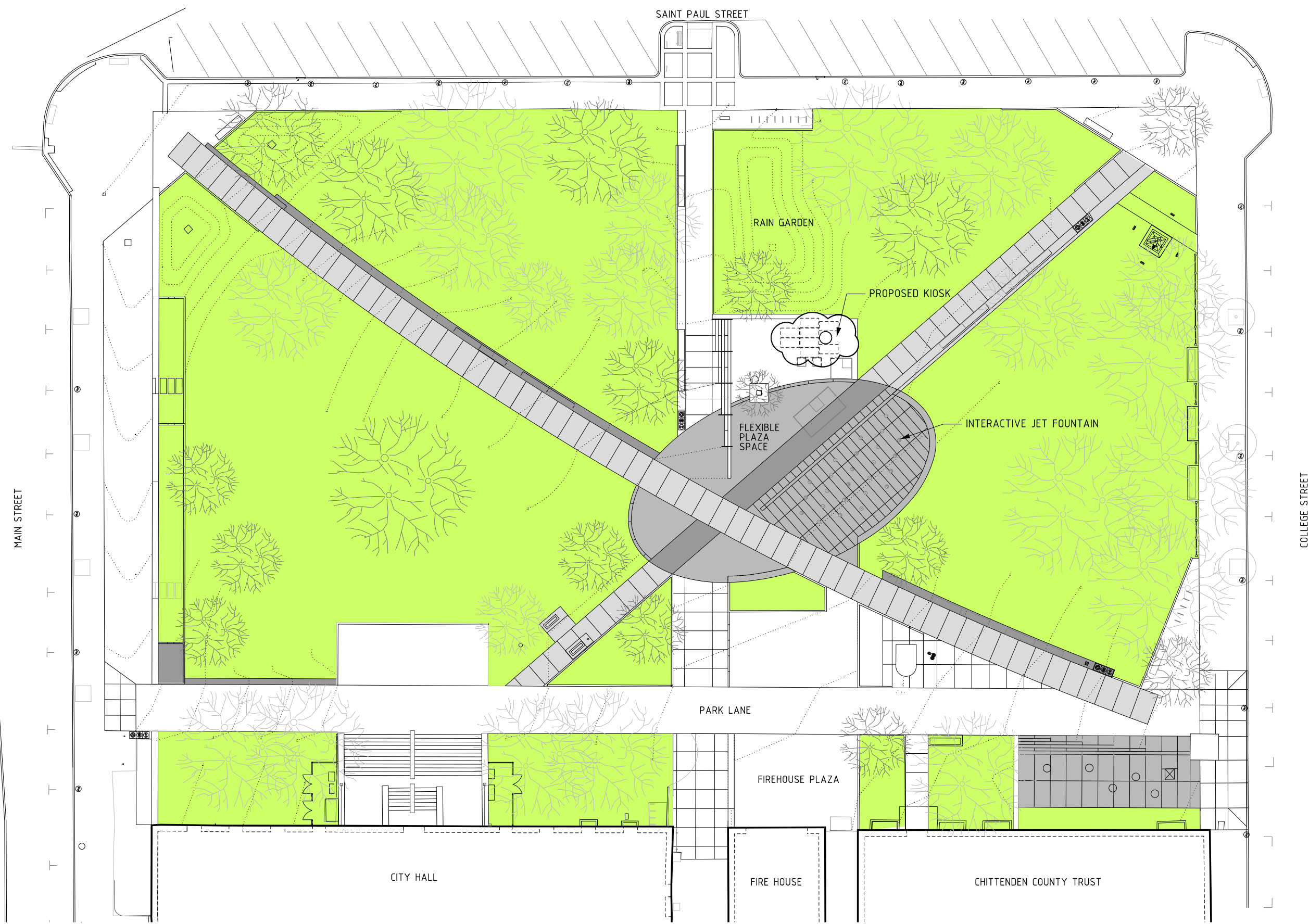
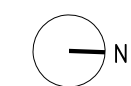
DATE
3/28/2024

SCALE
NA

DRAWING NO.
G-000.0

DWG NO	DWG NAME	SCALE	LATEST UPDATE	CONCEPT DESIGN 1/16/2024	SCHEMATIC DESIGN 2/7/2024	CONSTRUCTION DOCUMENTS 3/6/2024	REVISION 1 3/28/2024
G	GENERAL NOTES						
G-000.0	COVER SHEET	NA	3/6/2024	•	•	•	•
G-001.0	DRAWING INDEX	NA	3/6/2024		•	•	•
A	ARCHITECTURAL						
A-020.0	CONTEXT - PARK PLAN	1/32"=1'-0"	3/6/2024		•	•	•
A-021.0	SITE PLAN W/ UTILITIES	1/4"=1'-0"	3/6/2024	•	•	•	•
A-022.0	PROPOSED KIOSK PAD	1"=1'-0"	3/6/2024		•	•	•
A-030.0	GEOMETRY	1/2"=1'-0"	3/6/2024	•		•	•
A-031.0	ISOMETRIC SHOWING KIOSK OPEN AND CLOSED		1/16/2024	•			
A-032.0	SIGNAGE		1/16/2024	•			
A-033.0	ISOMETRIC SHOWING FLEX LED LIGHTING		1/16/2024	•			
A-040.0	AXONOMETRIC VIEW - KIOSK	NTS	3/6/2024			•	•
A-041.0	AXONOMETRIC VIEW - KIOSK FRAMING AND CANOPY	NTS	3/6/2024			•	•
A-100.0	FLOOR PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024	•	•	•	•
A-101.0	FLOOR PLAN - ROOF	1/2"=1'-0"	3/6/2024	•	•	•	•
A-102.0	FLOOR PLAN - CANOPY	1/2"=1'-0"	3/6/2024		•	•	•
A-110.0	REFLECTED CEILING PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024		•	•	•
A-200.0	ELEVATION - SOUTH (OPEN)	1/2"=1'-0"	3/6/2024	•	•	•	•
A-200.1	ELEVATION - SOUTH (CLOSED)	1/2"=1'-0"	3/6/2024			•	•
A-201.0	ELEVATION - EAST	1/2"=1'-0"	3/6/2024	•	•	•	•
A-202.0	ELEVATION - NORTH	1/2"=1'-0"	3/6/2024	•	•	•	•
A-203.0	ELEVATION - WEST	1/2"=1'-0"	3/6/2024	•	•	•	•
A-300.0	SECTION - LONGITUDINAL LOOKING WEST	1/2"=1'-0"	3/6/2024	•	•	•	•
A-301.0	SECTION - LONGITUDINAL LOOKING EAST	1/2"=1'-0"	3/6/2024	•	•	•	•
A-302.0	SECTION - CROSS LOOKING NORTH	1/2"=1'-0"	3/6/2024	•	•	•	•
A-303.0	SECTION - CROSS LOOKING SOUTH	1/2"=1'-0"	3/6/2024	•	•	•	•
A-400.0	PLAN DETAILS	AS NOTED	3/6/2024		•	•	•
A-500.0	SECTION DETAILS	AS NOTED	3/6/2024		•	•	•
A-501.0	SECTION DETAILS	AS NOTED	3/6/2024			•	•
K	KITCHEN EQUIPMENT						
K-101.0	EQUIPMENT - PLAN	1/2"=1'-0"	3/6/2024		•	•	•
K-102.0	SECTION - LONGITUDINAL LOOKING WEST	1/2"=1'-0"	3/6/2024		•	•	•
K-103.0	SECTION - LONGITUDINAL LOOKING EAST	1/2"=1'-0"	3/6/2024		•	•	•
K-104.0	SECTION - CROSS LOOKING NORTH	1/2"=1'-0"	3/6/2024		•	•	•
K-105.0	SECTION - CROSS LOOKING SOUTH	1/2"=1'-0"	3/6/2024		•	•	•

DWG NO	DWG NAME	SCALE	LATEST UPDATE	CONCEPT DESIGN 1/16/2024	SCHEMATIC DESIGN 2/7/2024	CONSTRUCTION DOCUMENTS 3/6/2024	REVISION 1 3/28/2024
S	STRUCTURAL						
S-001.0	GENERAL NOTES	NA	3/6/2024			•	•
S-002.0	GENERAL NOTES	NA	3/6/2024			•	•
S-003.0	GENERAL NOTES	NA	3/6/2024			•	•
S-040.0	AXONOMETRIC VIEW - KIOSK	NTS	3/6/2024			•	•
S-041.0	AXONOMETRIC VIEW - KIOSK FRAMING AND CANOPY	NTS	3/6/2024			•	•
S-100.0	FRAMING PLAN - BASE	1/2"=1'-0"	3/6/2024		•	•	•
S-101.0	FRAMING PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024		•	•	•
S-102.0	FRAMING PLAN - ROOF	1/2"=1'-0"	3/6/2024		•	•	•
S-103.0	FRAMING PLAN - CANOPY	1/2"=1'-0"	3/6/2024		•	•	•
S-400.0	FRAMING PLAN - DETAILS	AS NOTED	3/6/2024			•	•
S-401.0	FRAMING PLAN - DETAILS	AS NOTED	3/6/2024			•	•
M	MECHANICAL/ PLUMBING						
M-100.0	MECHANICAL/ PLUMBING PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024		•	•	•
M-101.0	MECHANICAL/ PLUMBING PLAN - RISER DIAGRAMS	NA	3/6/2024			•	•
E	ELECTRICAL						
E-100.0	ELECTRICAL PLAN - FIRST FLOOR	1/2"=1'-0"	3/6/2024		•	•	•
E-101.0	ELECTRICAL PLAN - SCHEDULE	NA	3/6/2024			•	•



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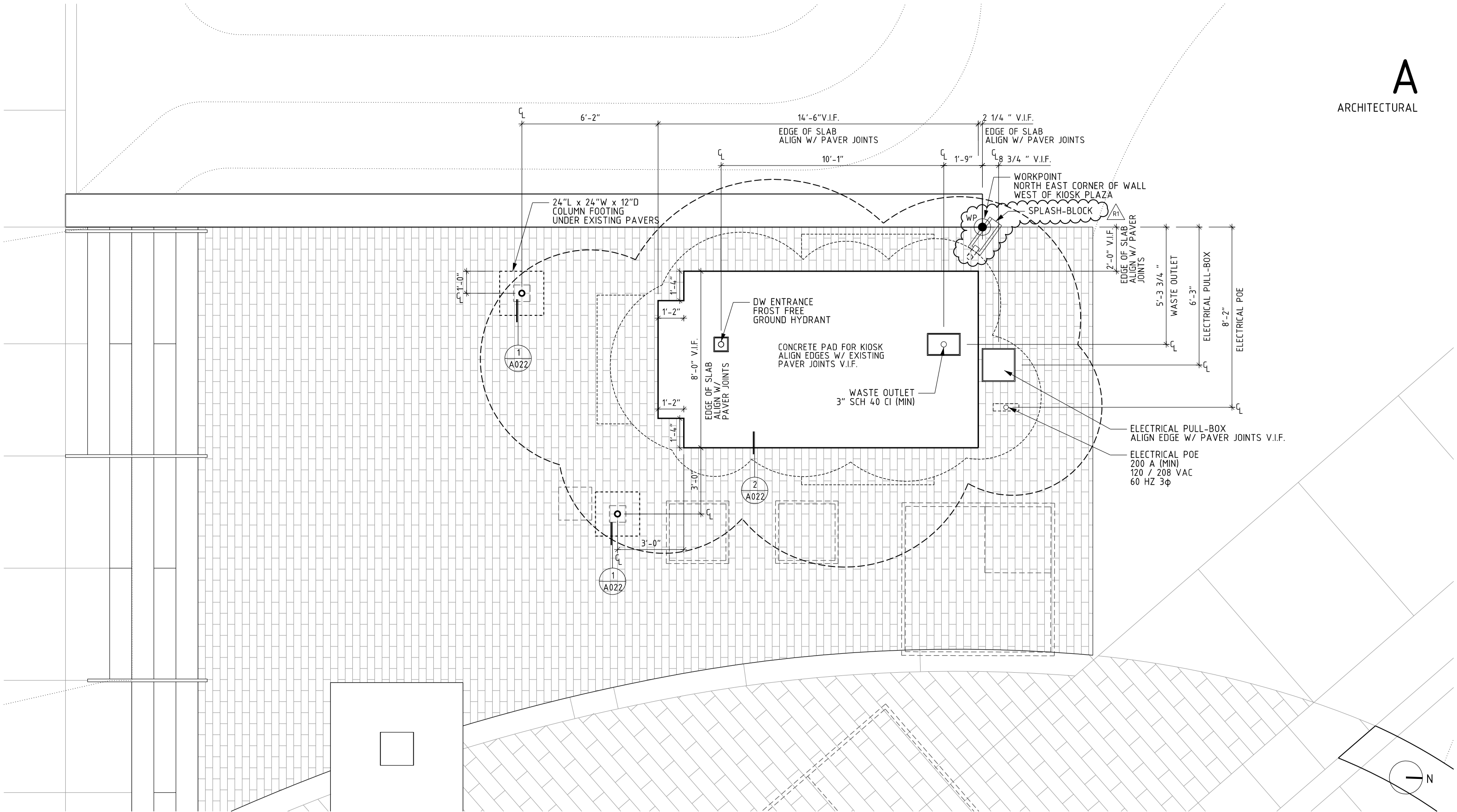
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 CLIENT
 BURLINGTON CEDO

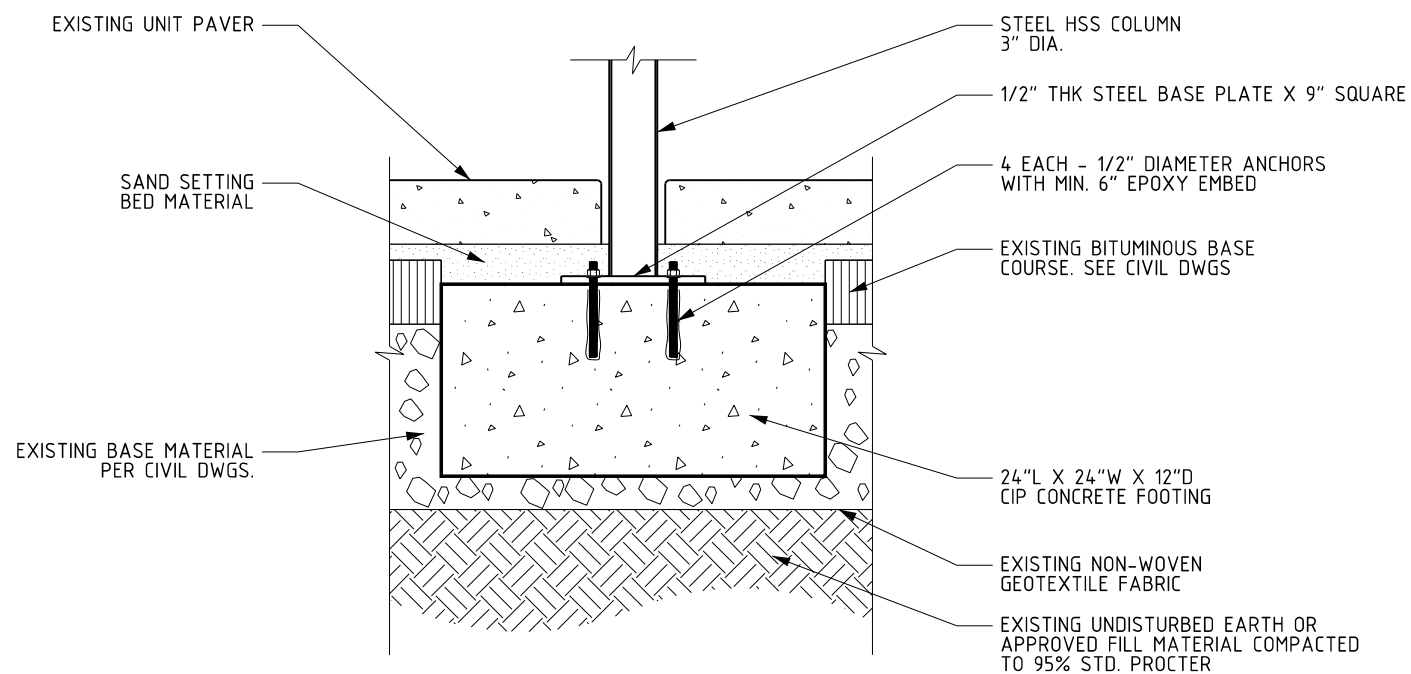
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 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

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CONTEXT - PARK PLAN
 DATE
 3/6/2024

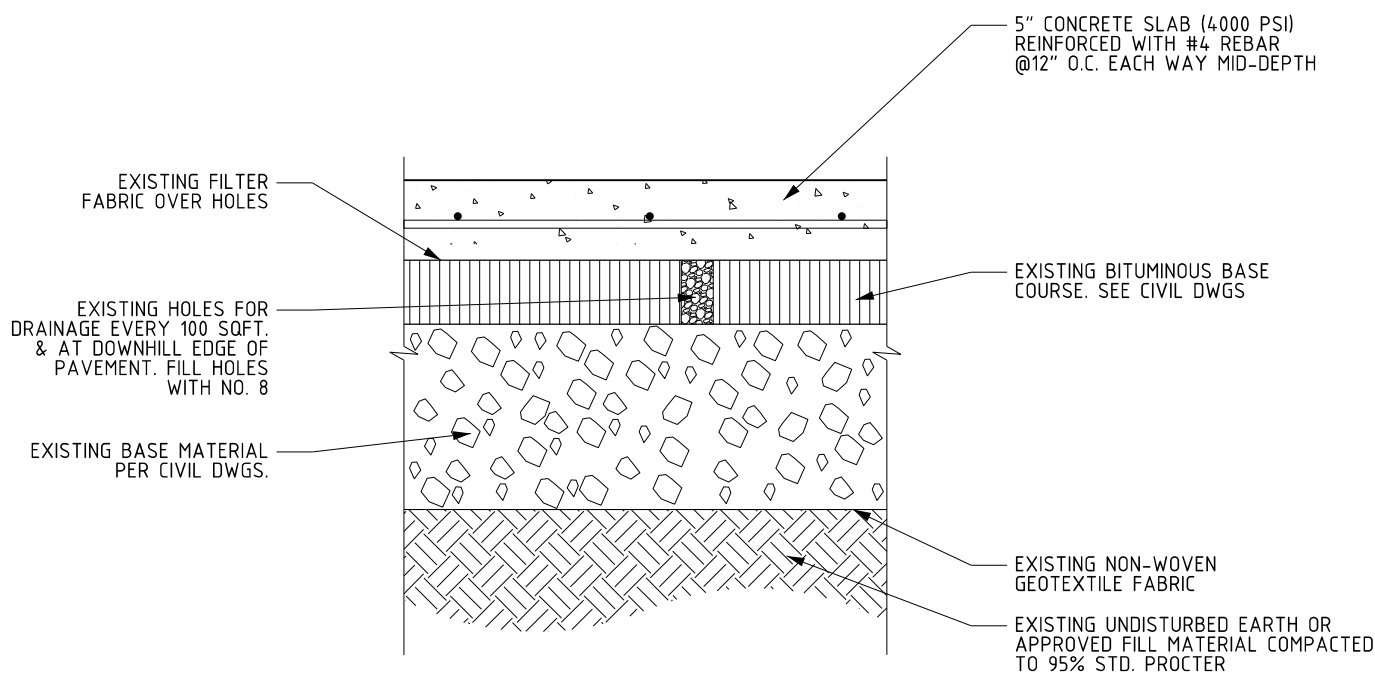
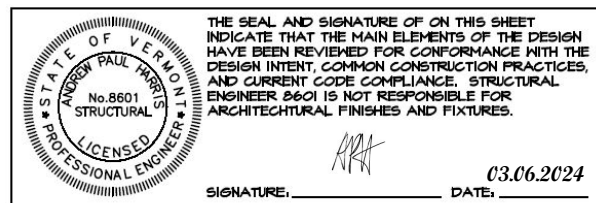
SCALE
 1/32" = 1'-0"

DRAWING NO.
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1 KIOSK COLUMN FOOTING



2 KIOSK PAD

- [GENERAL NOTE]
1. REFER TO: WAGNER HODGSON BID SET DRAWING L-500 DUBOIS KING CIVIL DWGS C501
 2. REINSTALL PAVERS AFTER KIOSK INSTALLATION IS COMPLETE

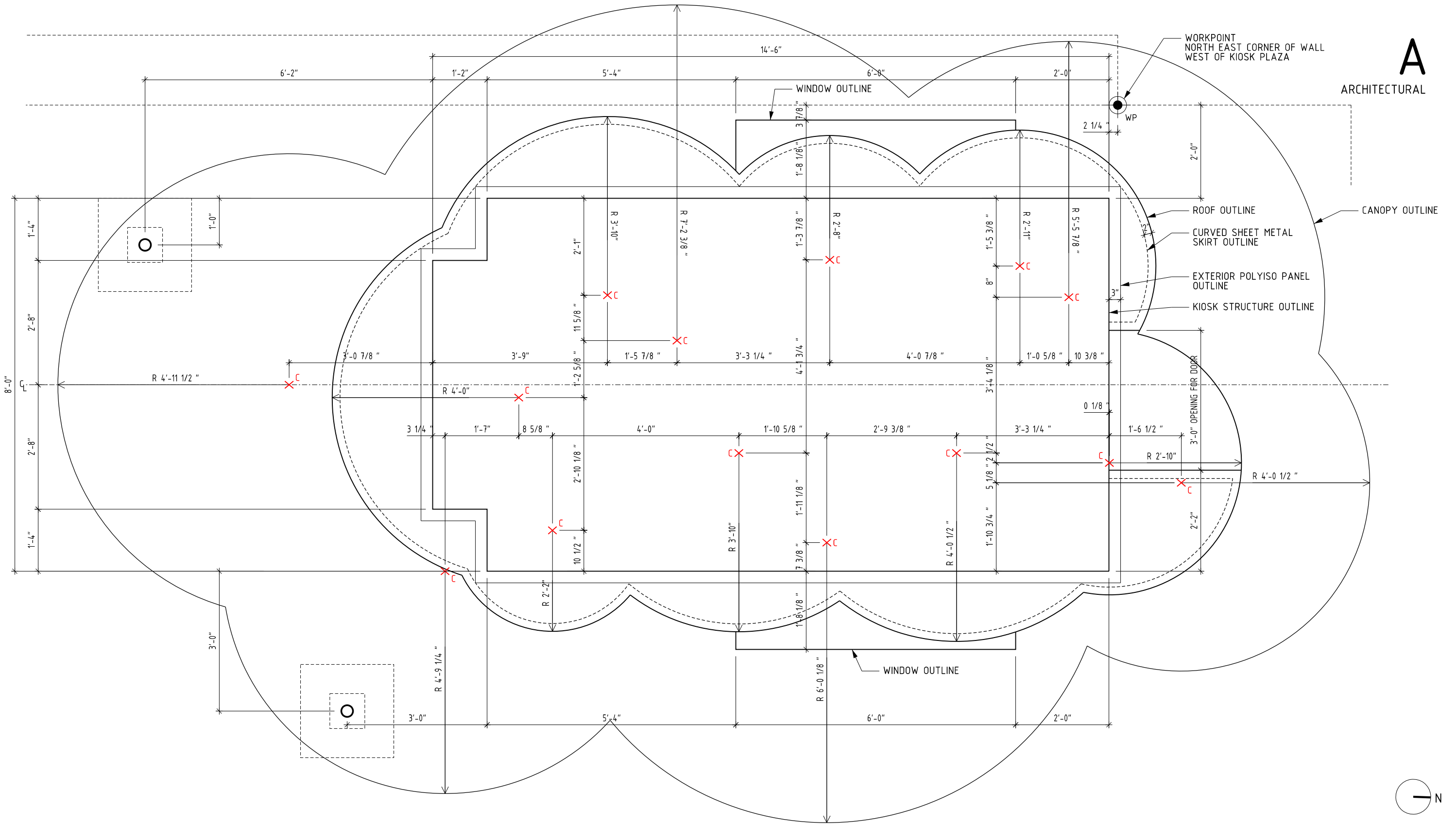
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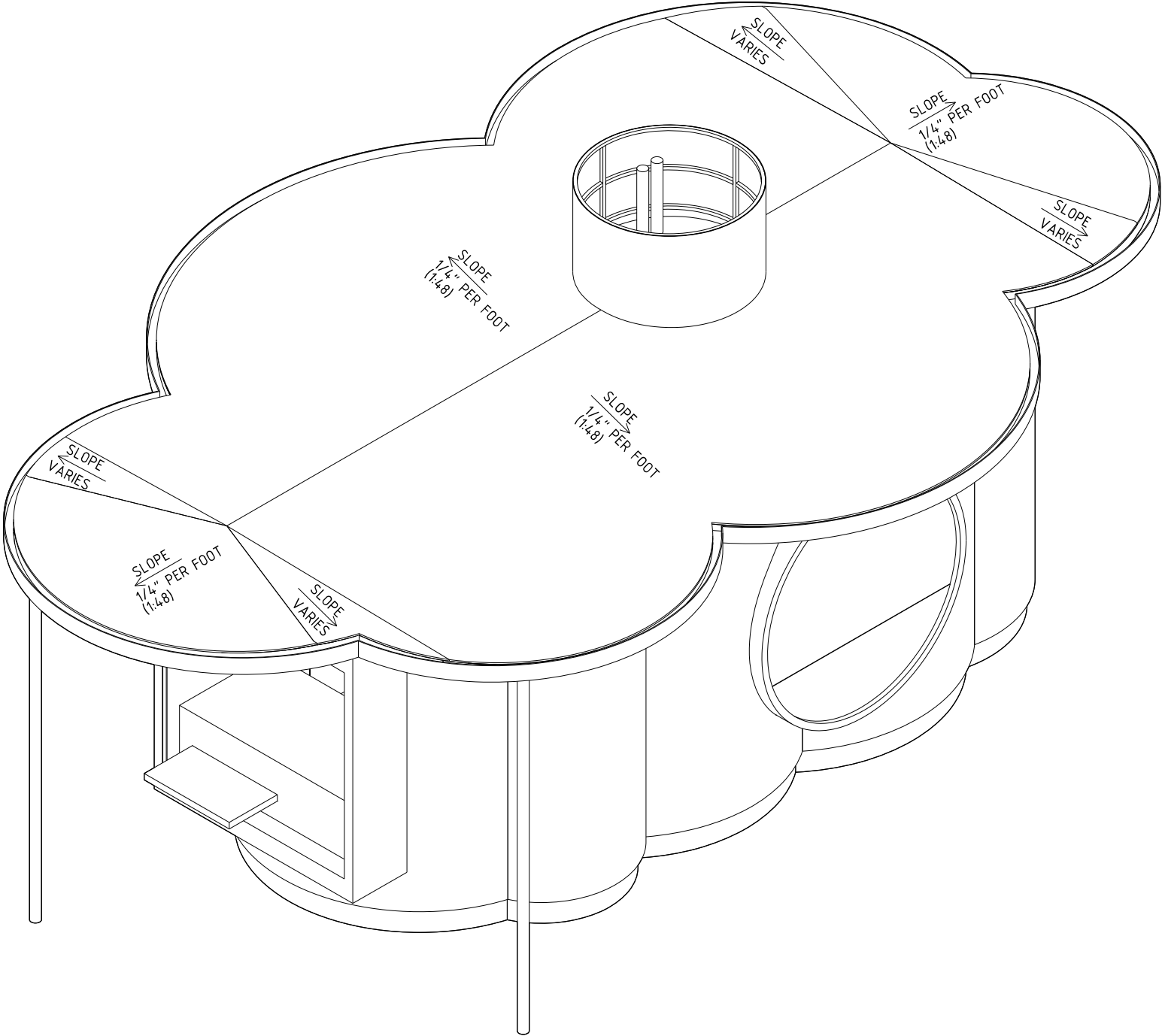
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PROJECT ADDRESS
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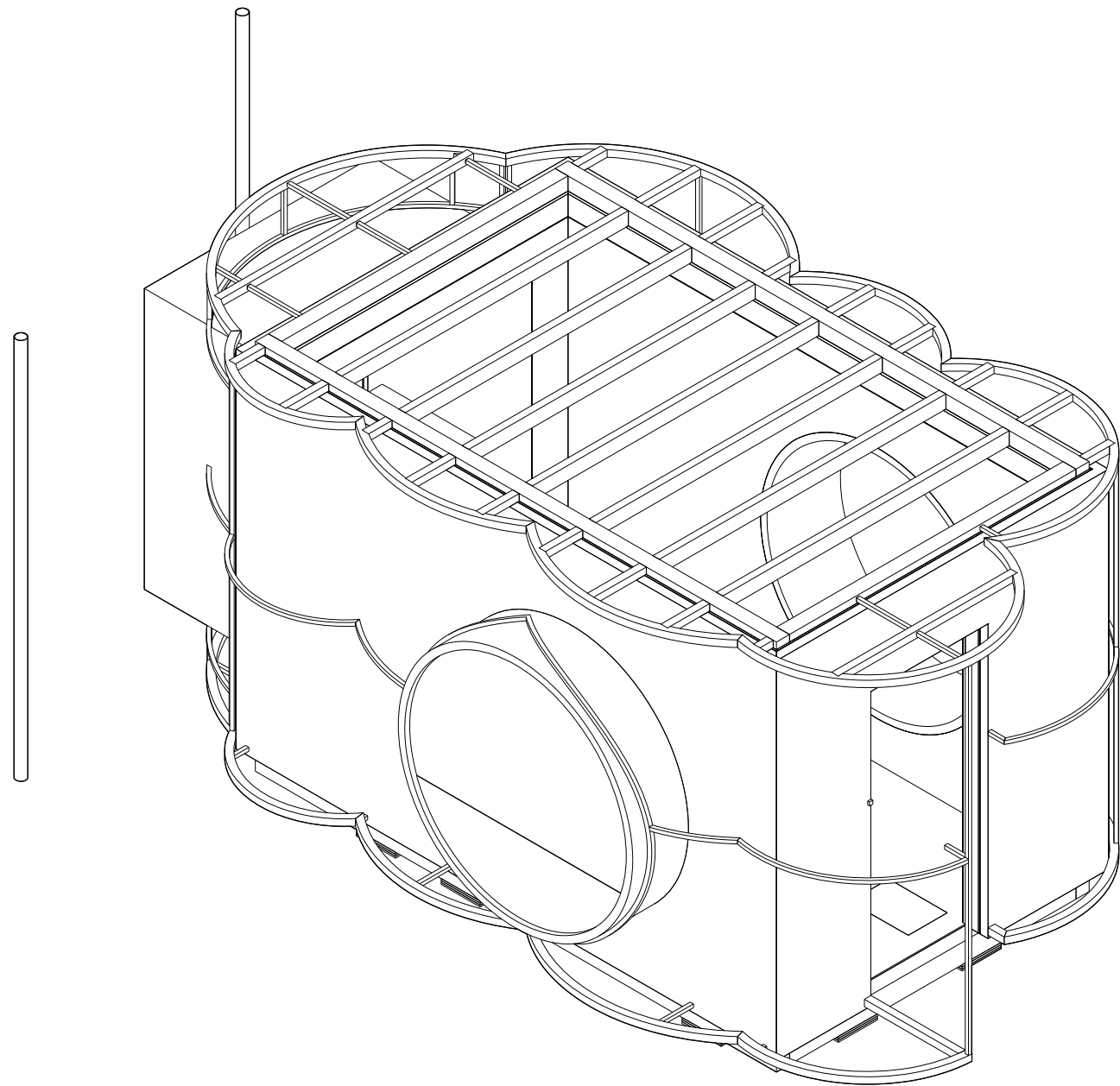
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DATE
3/6/2024
SCALE
1" = 1'-0"

DRAWING NO.
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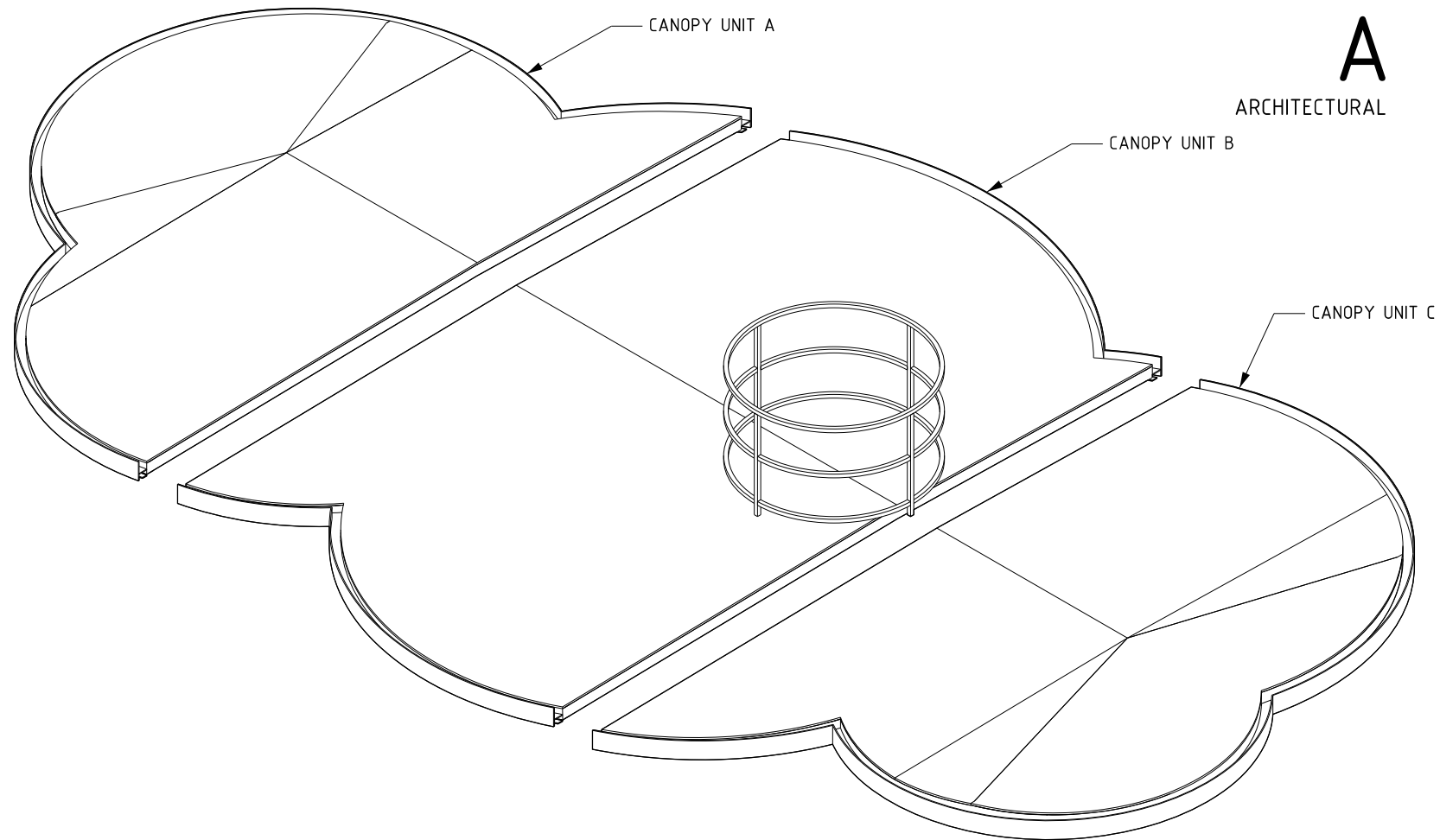




LOOKING FROM SOUTH/EAST CORNER
KIOSK
SCALE: NTS



2 LOOKING FROM NORTH/EAST CORNER
KIOSK FRAMING WITHOUT SKIN
SCALE: NTS



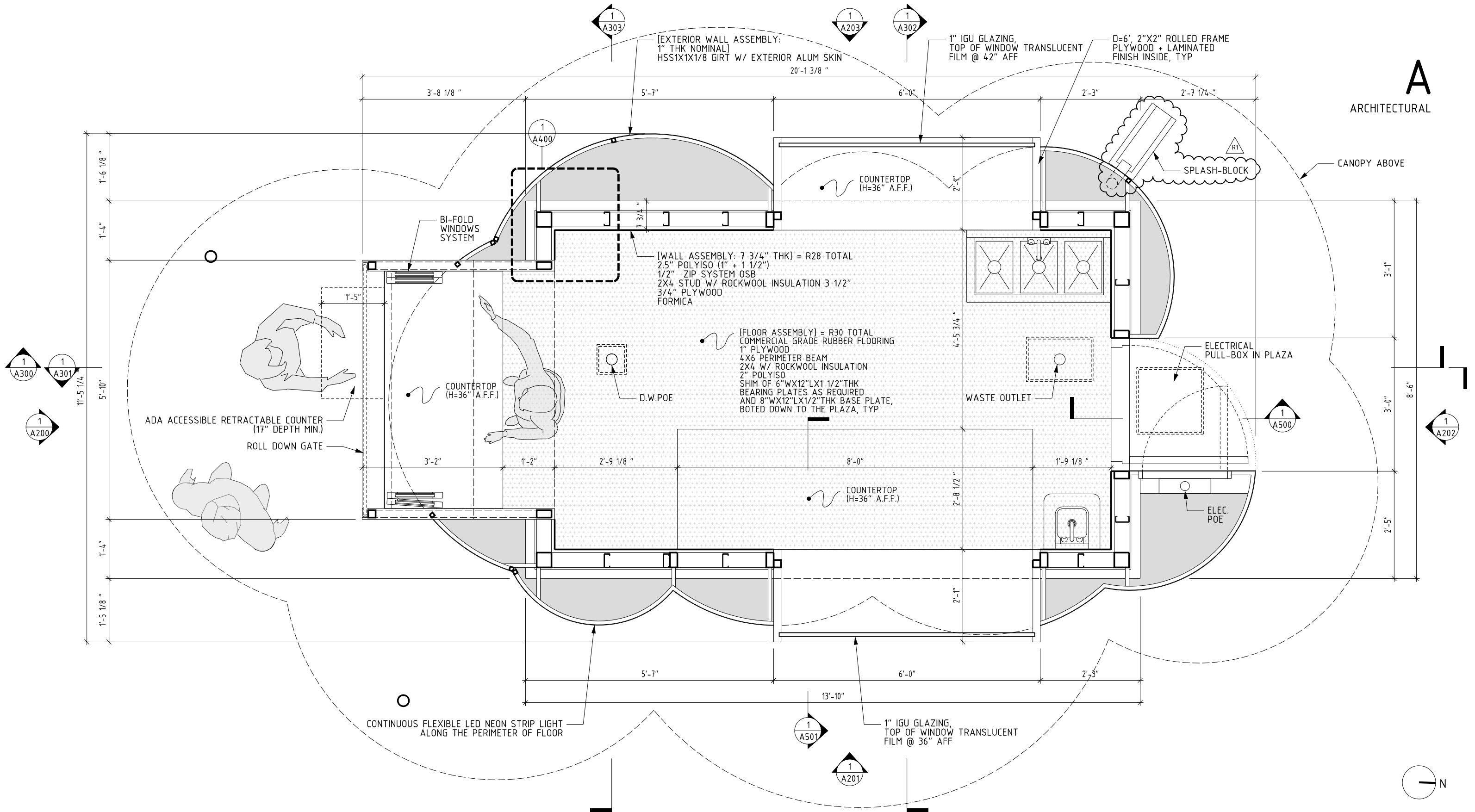
1 LOOKING FROM NORTH/EAST CORNER
CANOPY UNITS
SCALE: NTS

A

ARCHITECTURAL

A

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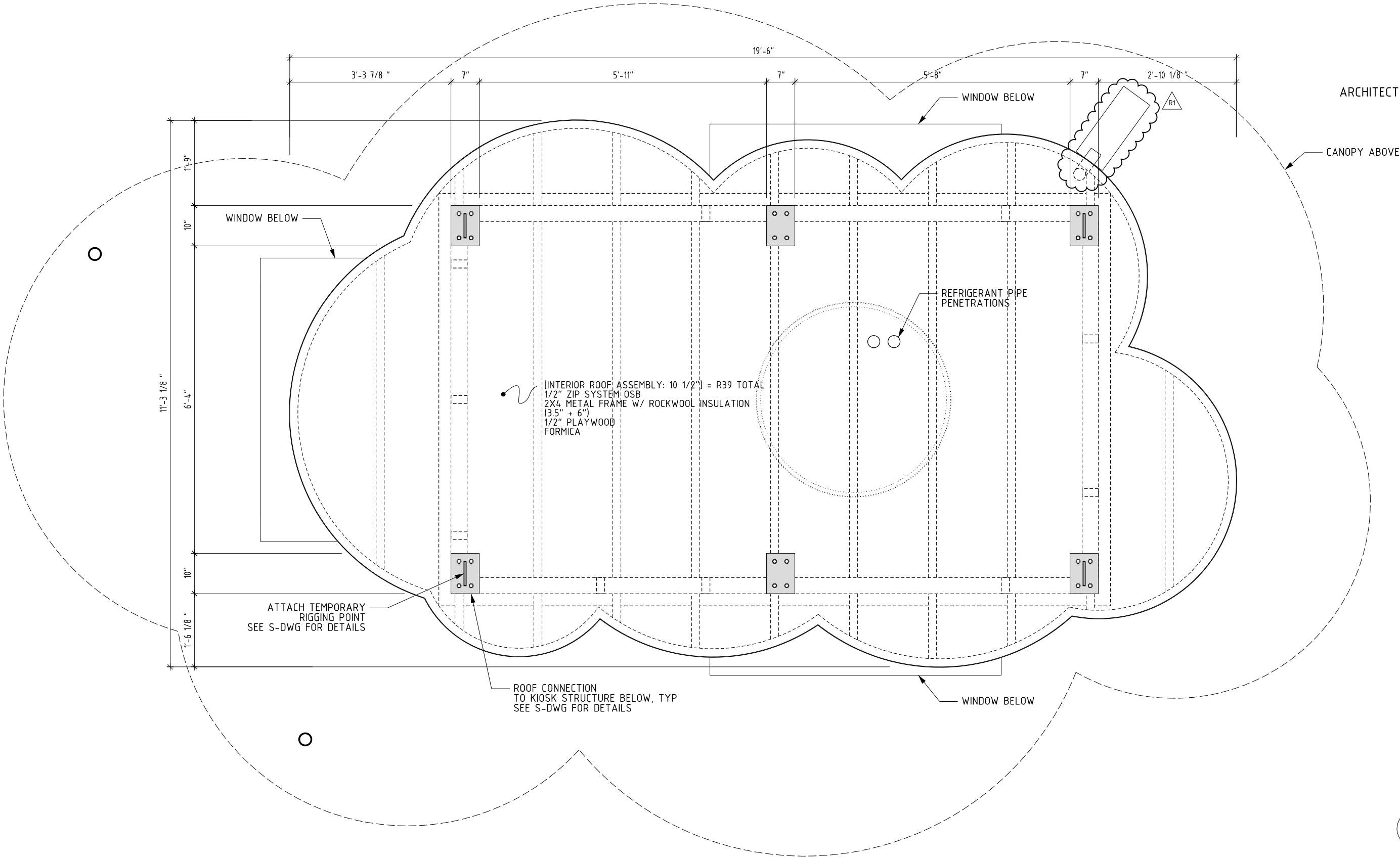
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PROJECT ADDRESS
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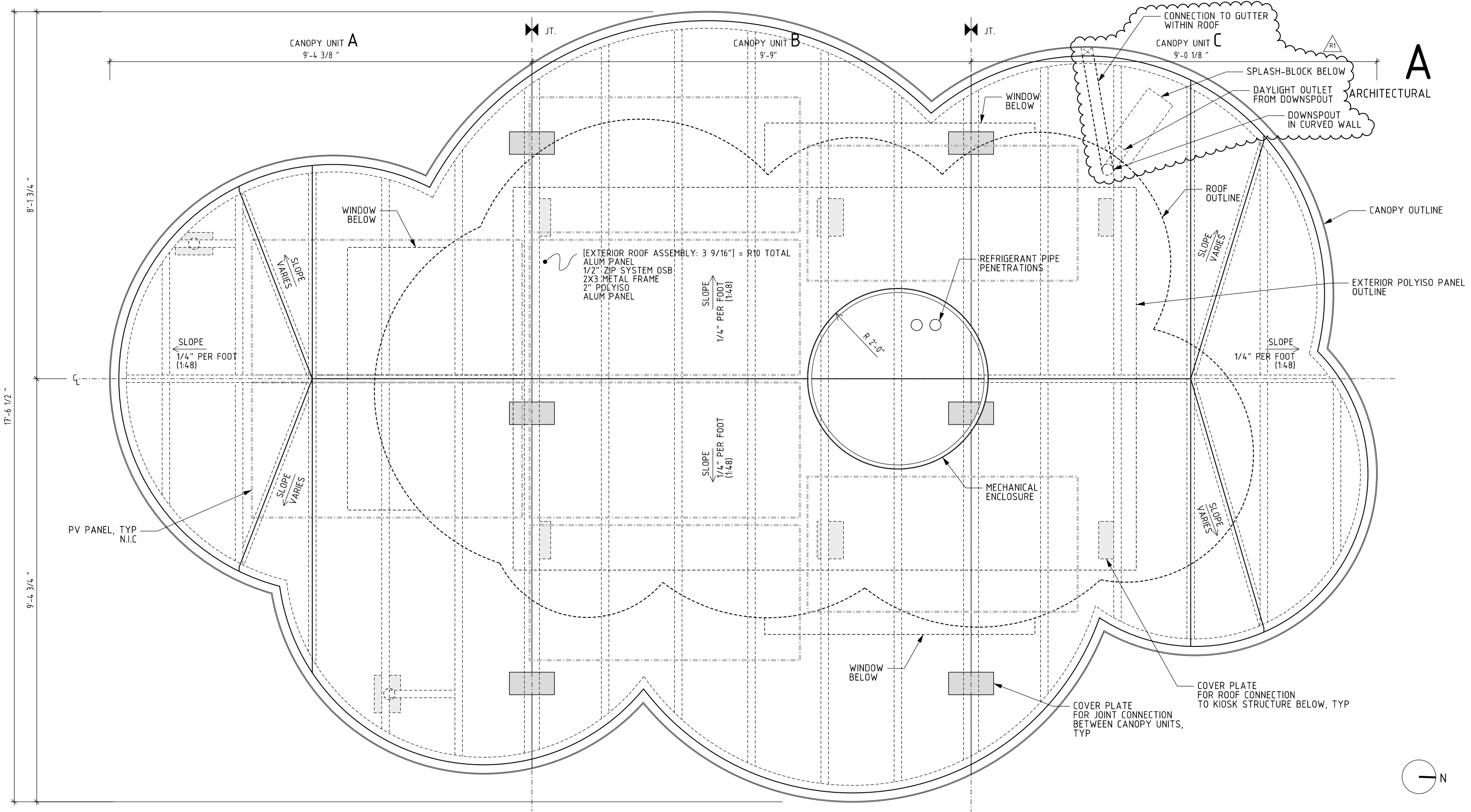
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DATE
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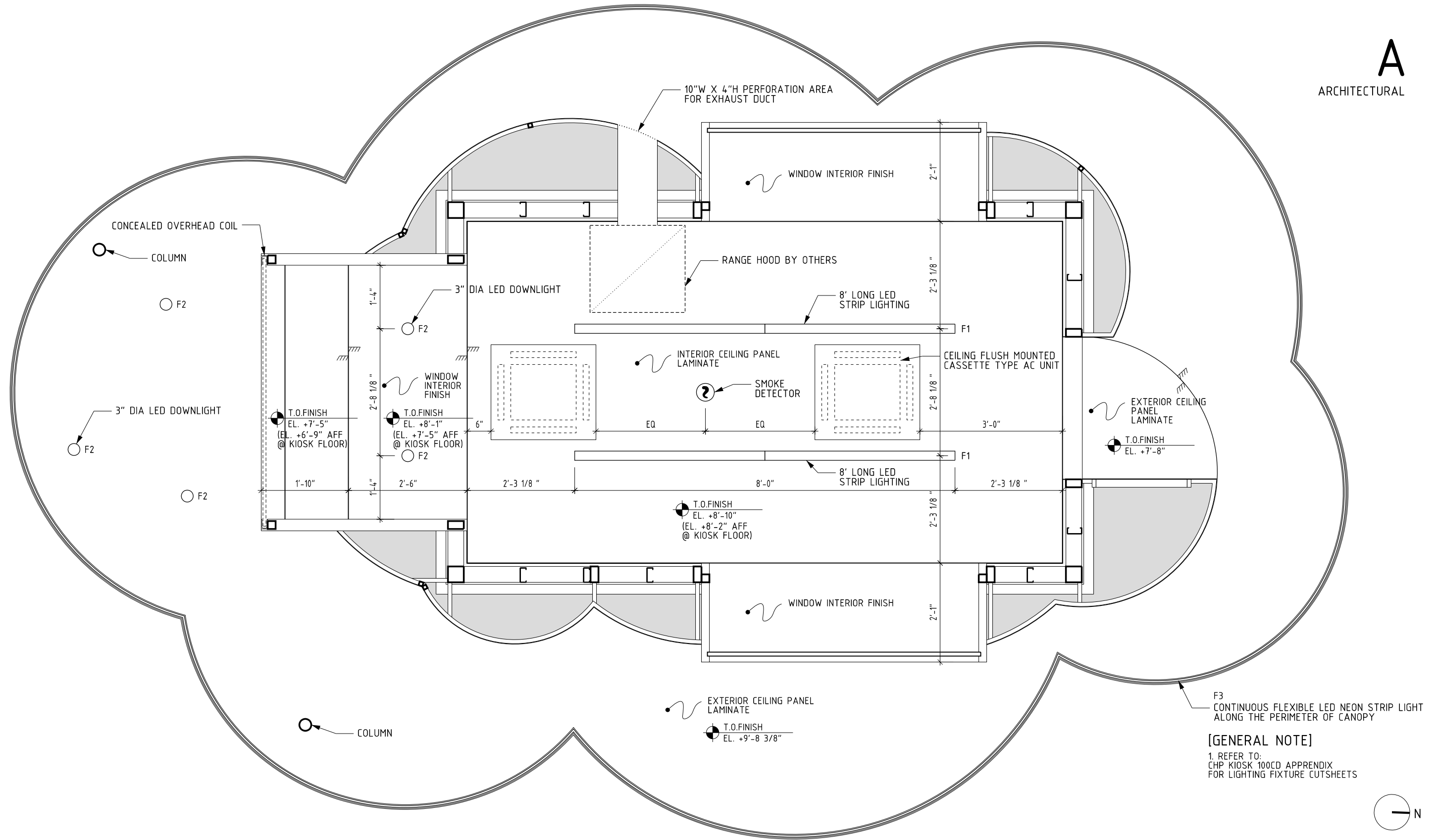
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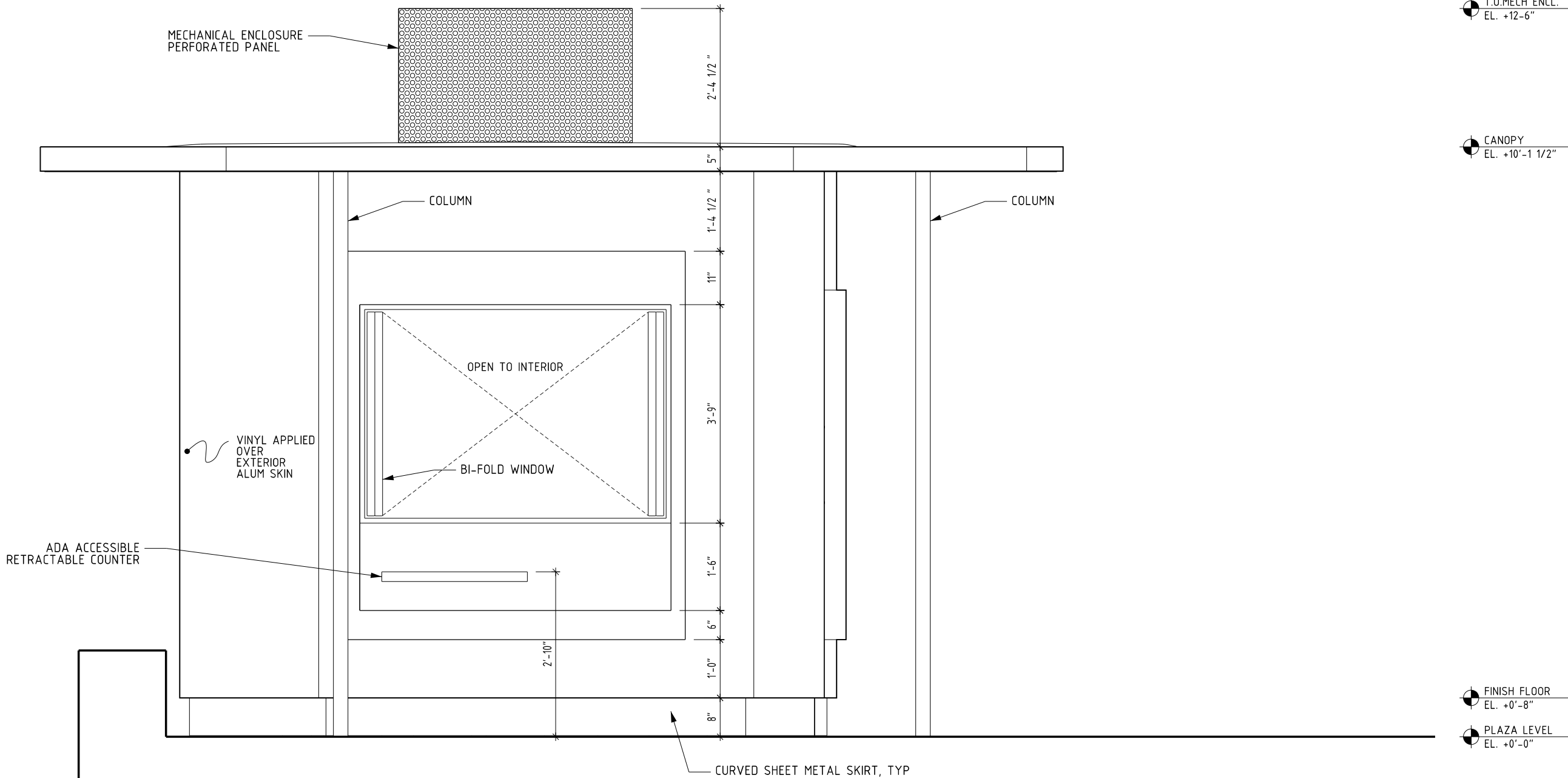
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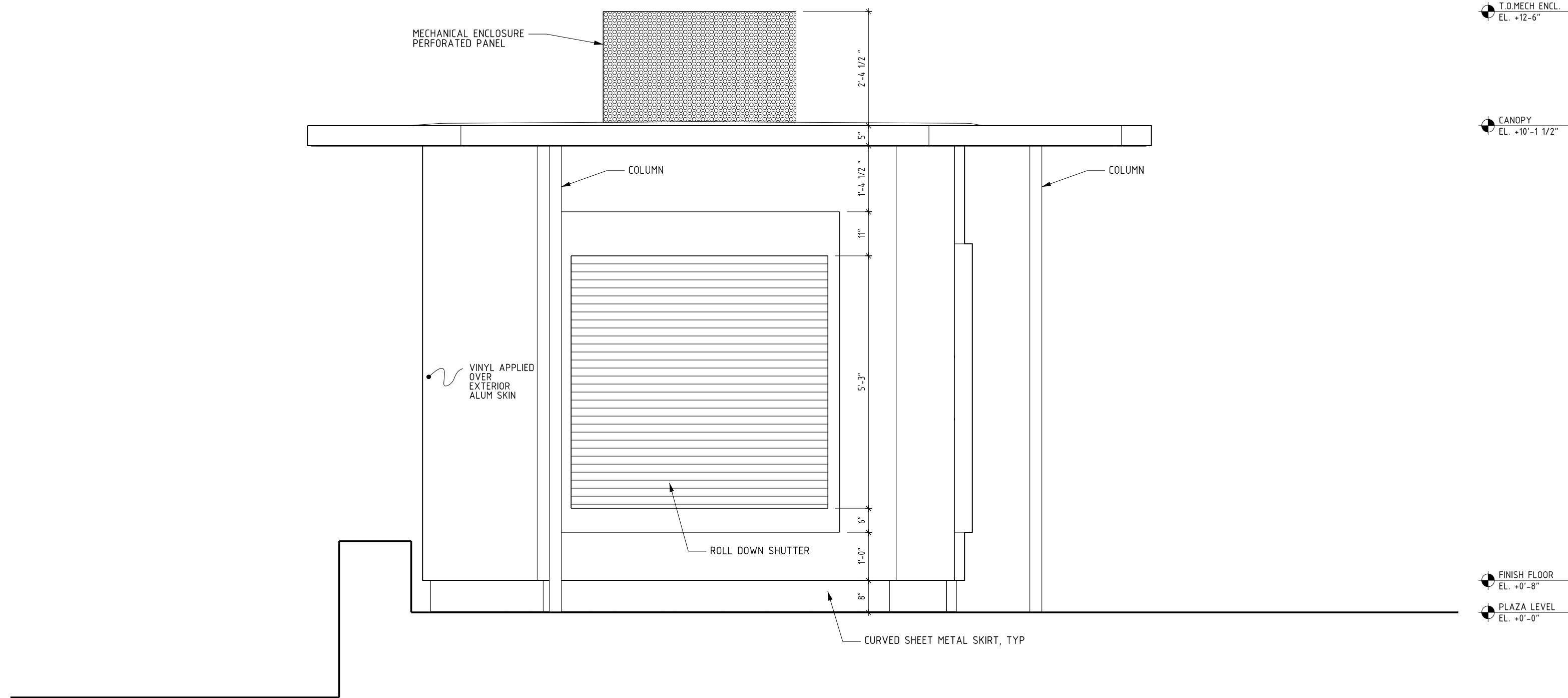
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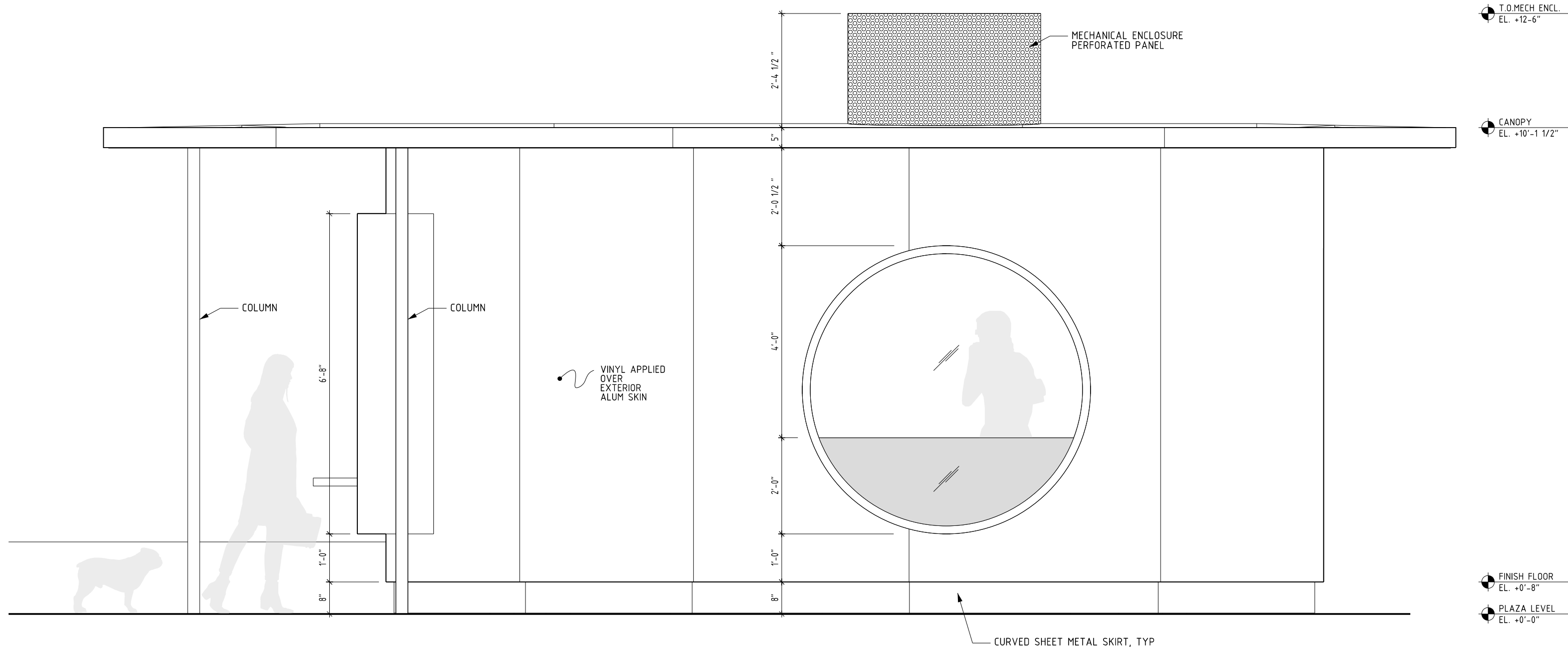


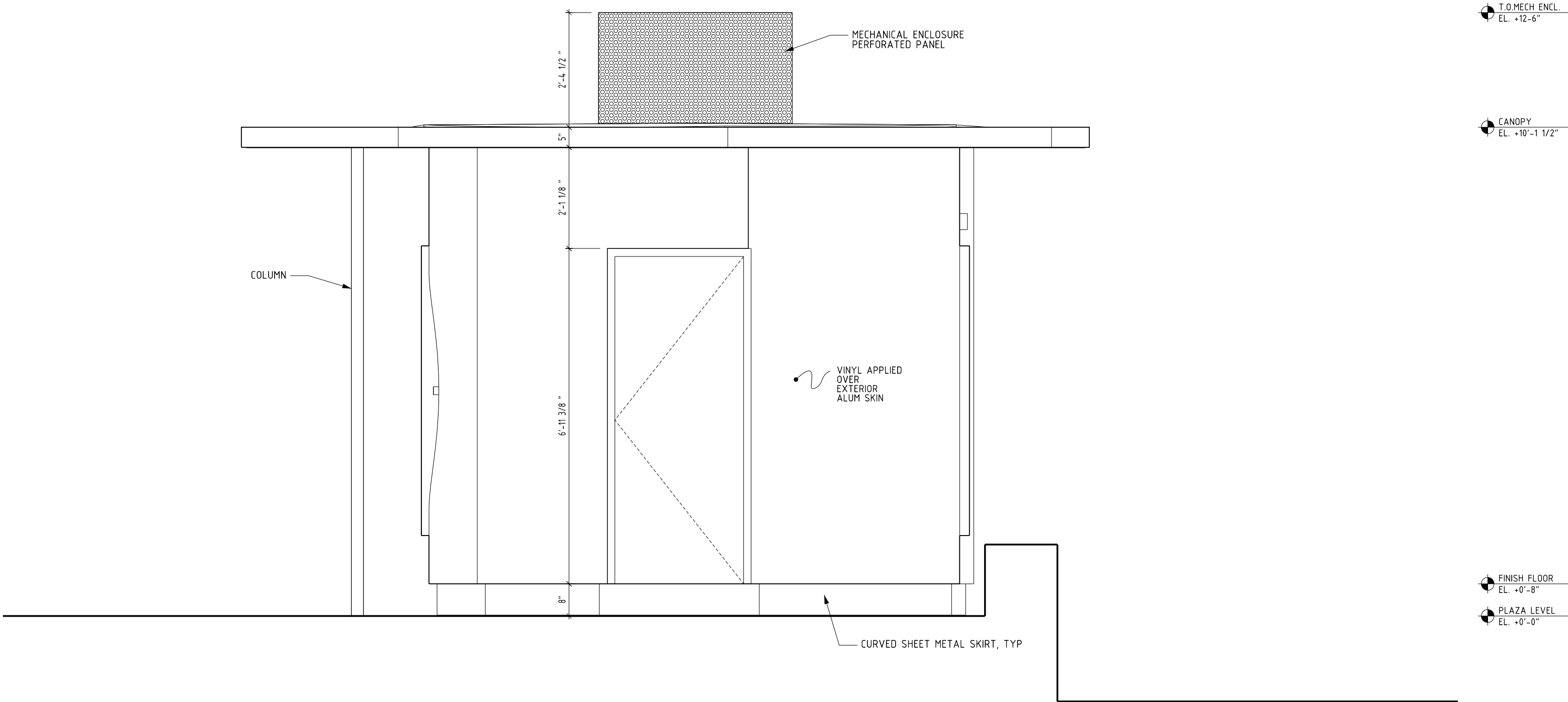


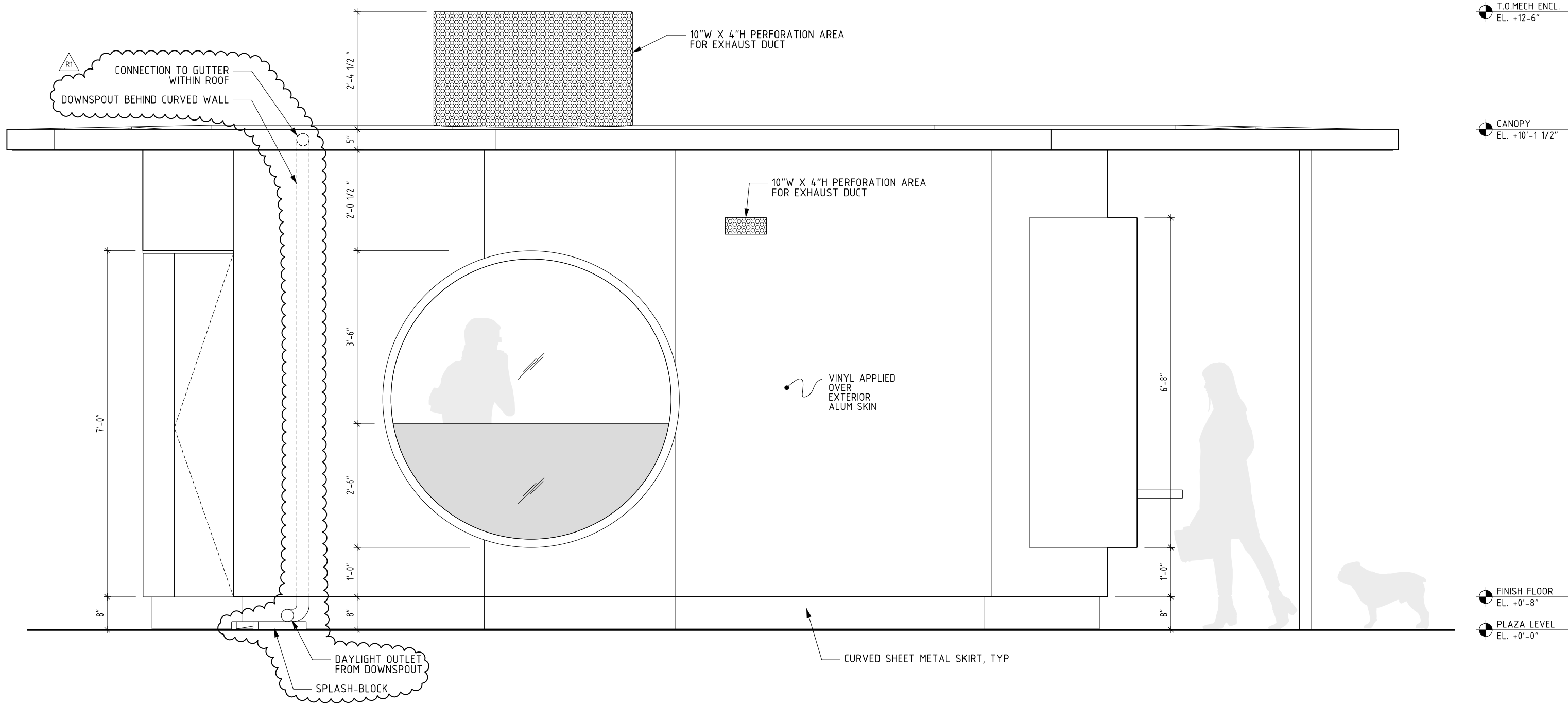


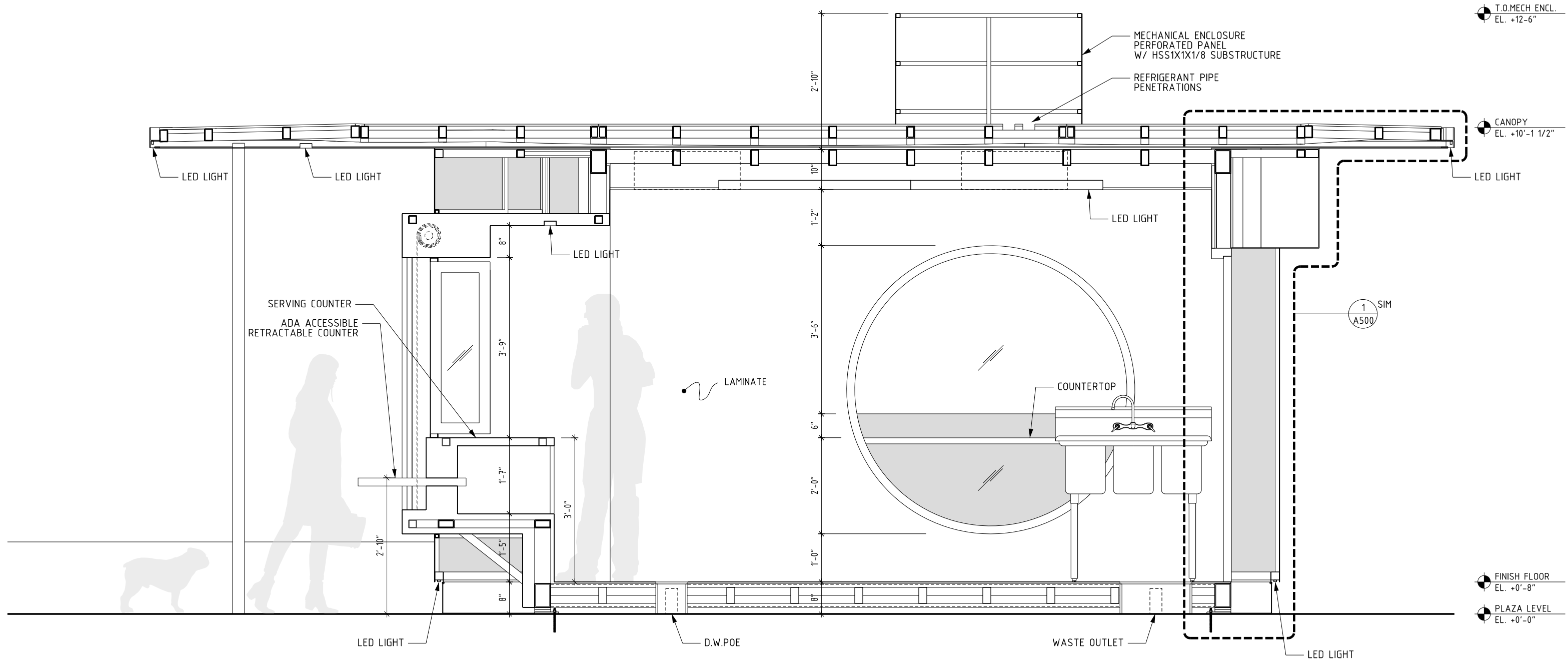












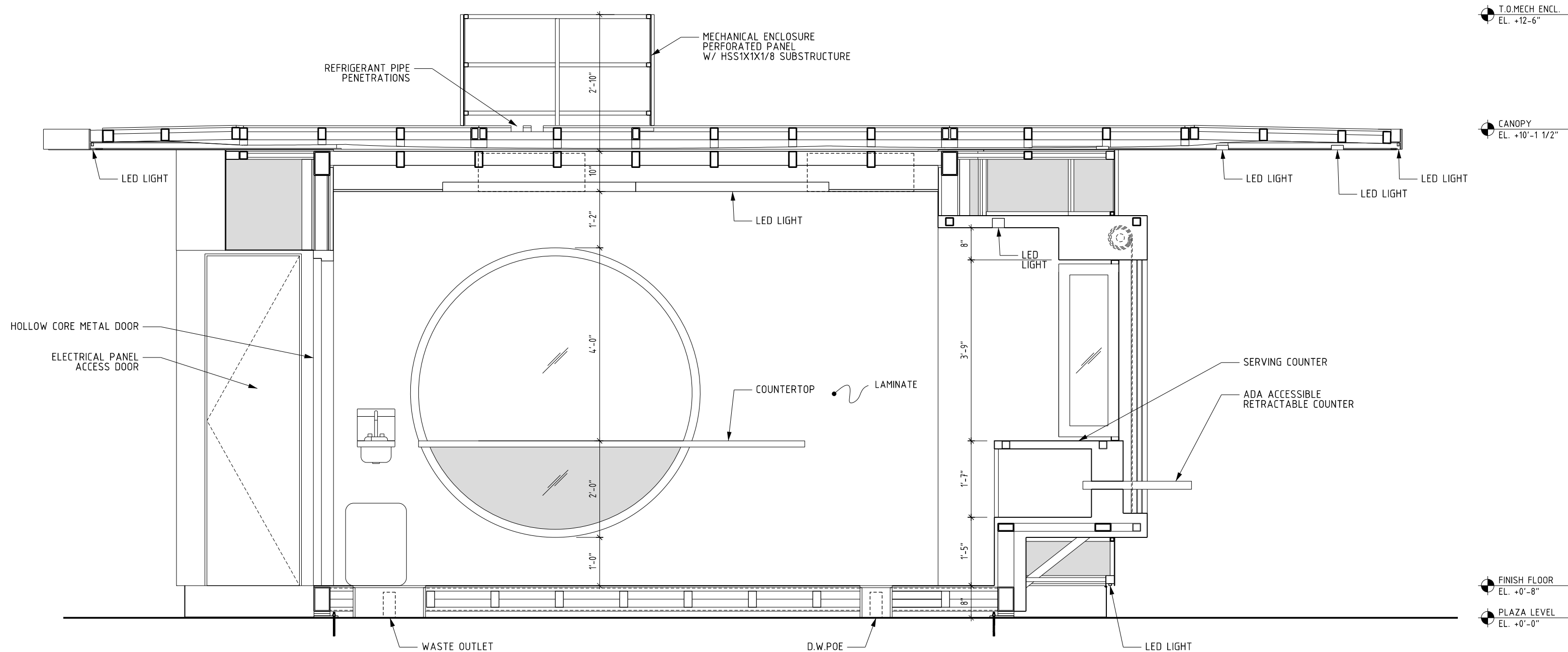
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STUDIO SEO
HARRIS STRUCTURAL ENGINEERING
ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP
CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
SECTION - LONGITUDINAL LOOKING WEST
DATE
3/6/2024
SCALE
1/2" = 1'-0"

DRAWING NO.
A-300.0



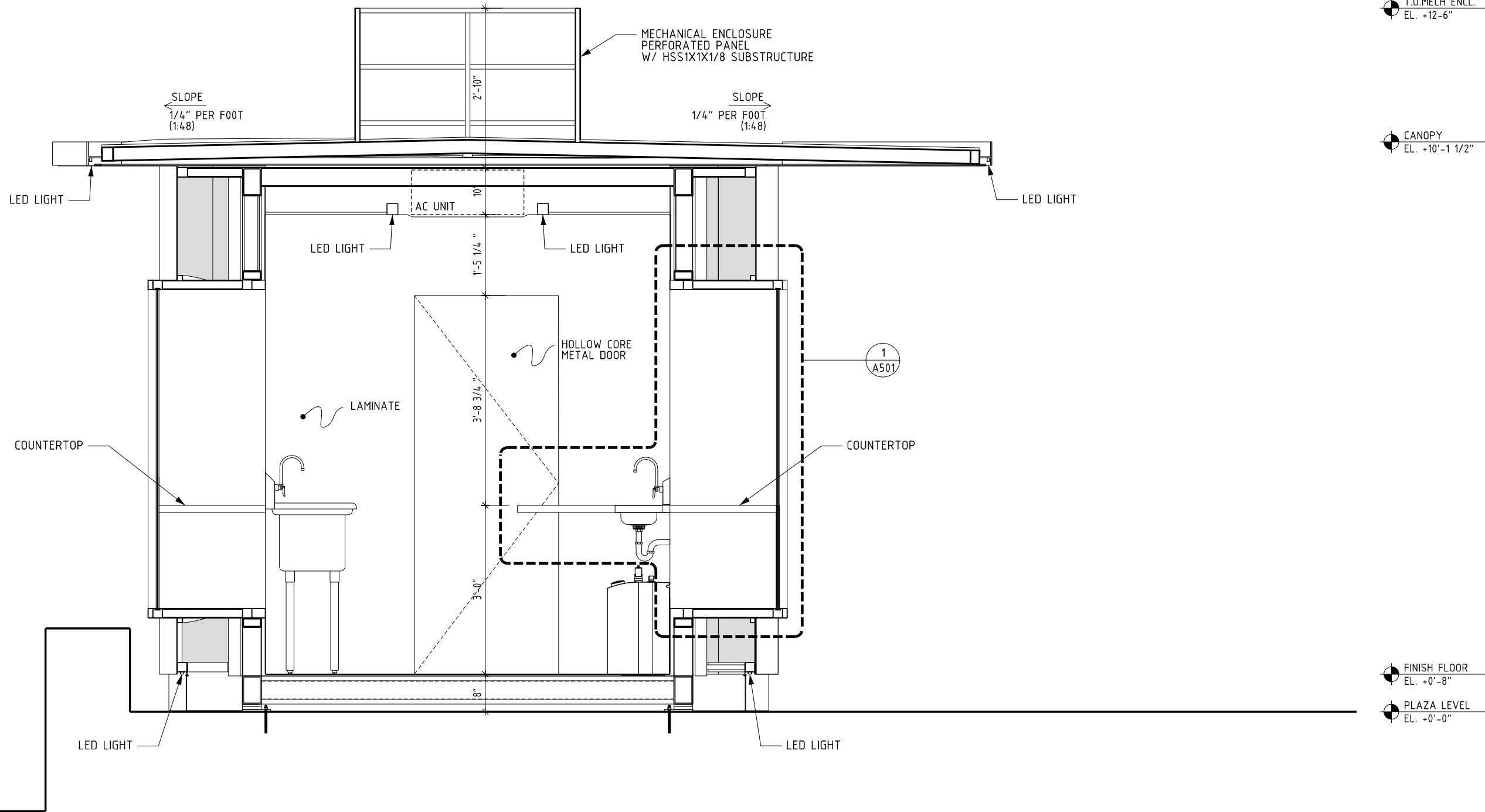
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RENZ+EI x WADE AND LETA
STUDIO SEO
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ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP
CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
SECTION - LONGITUDINAL LOOKING EAST
DATE
3/6/2024
SCALE
1/2" = 1'-0"

DRAWING NO.
A-301.0

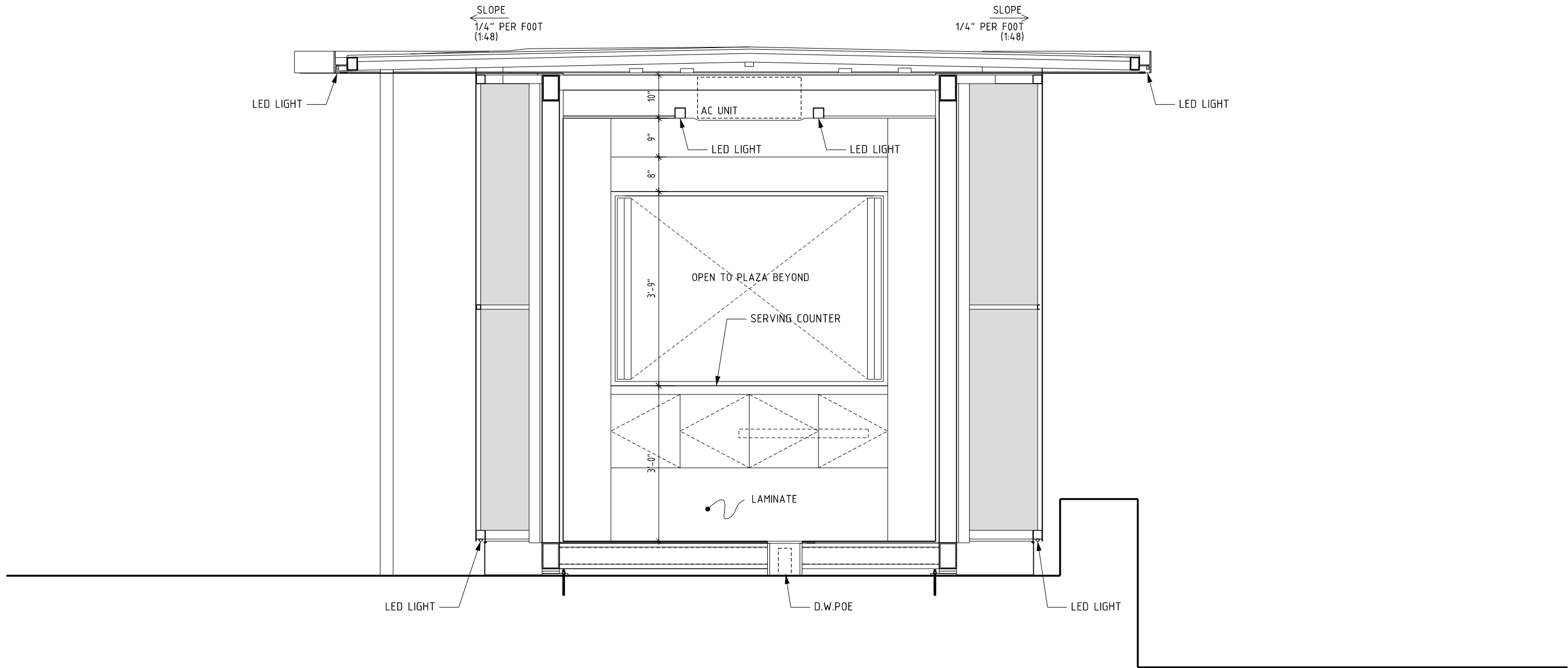


T.O.MECH ENCL.
EL. +12'-6"

CANOPY
EL. +10'-1 1/2"

FINISH FLOOR
EL. +0'-8"

PLAZA LEVEL
EL. +0'-0"



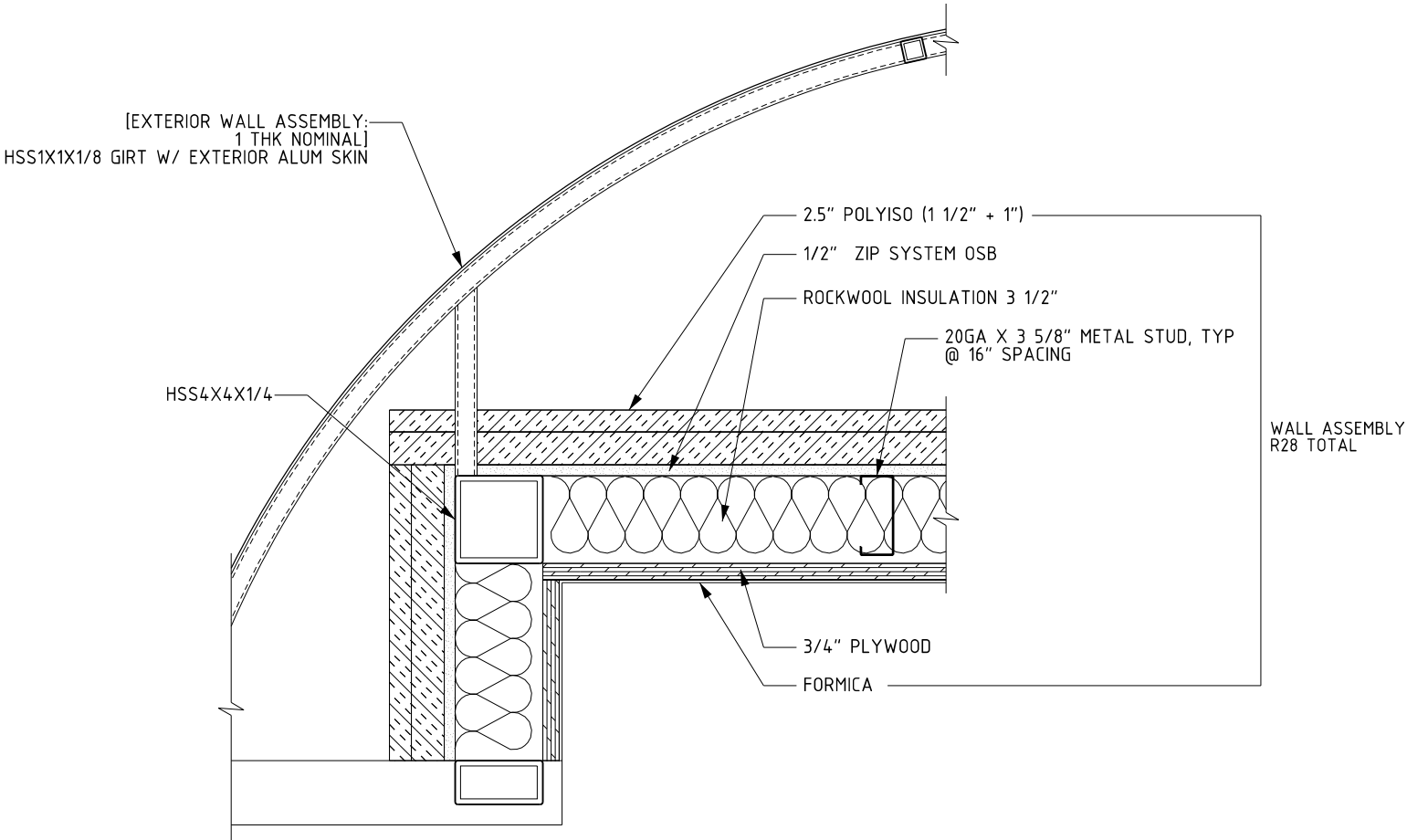
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BURLINGTON CEDO

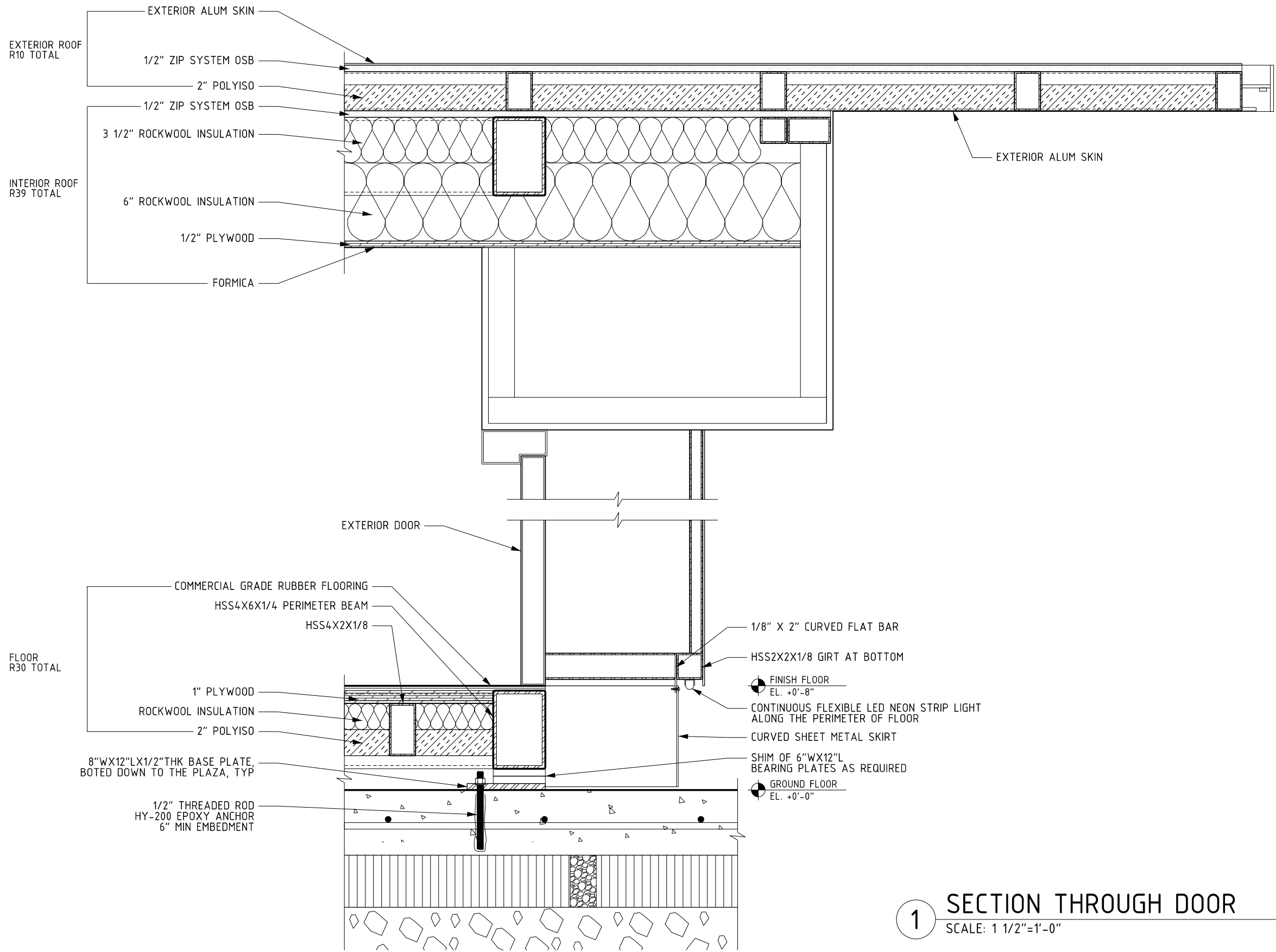
PROJECT NAME
CITY HALL PARK KIOSK
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
SECTION - CROSS LOOKING SOUTH
DATE
3/6/2024
SCALE
1/2" = 1'-0"

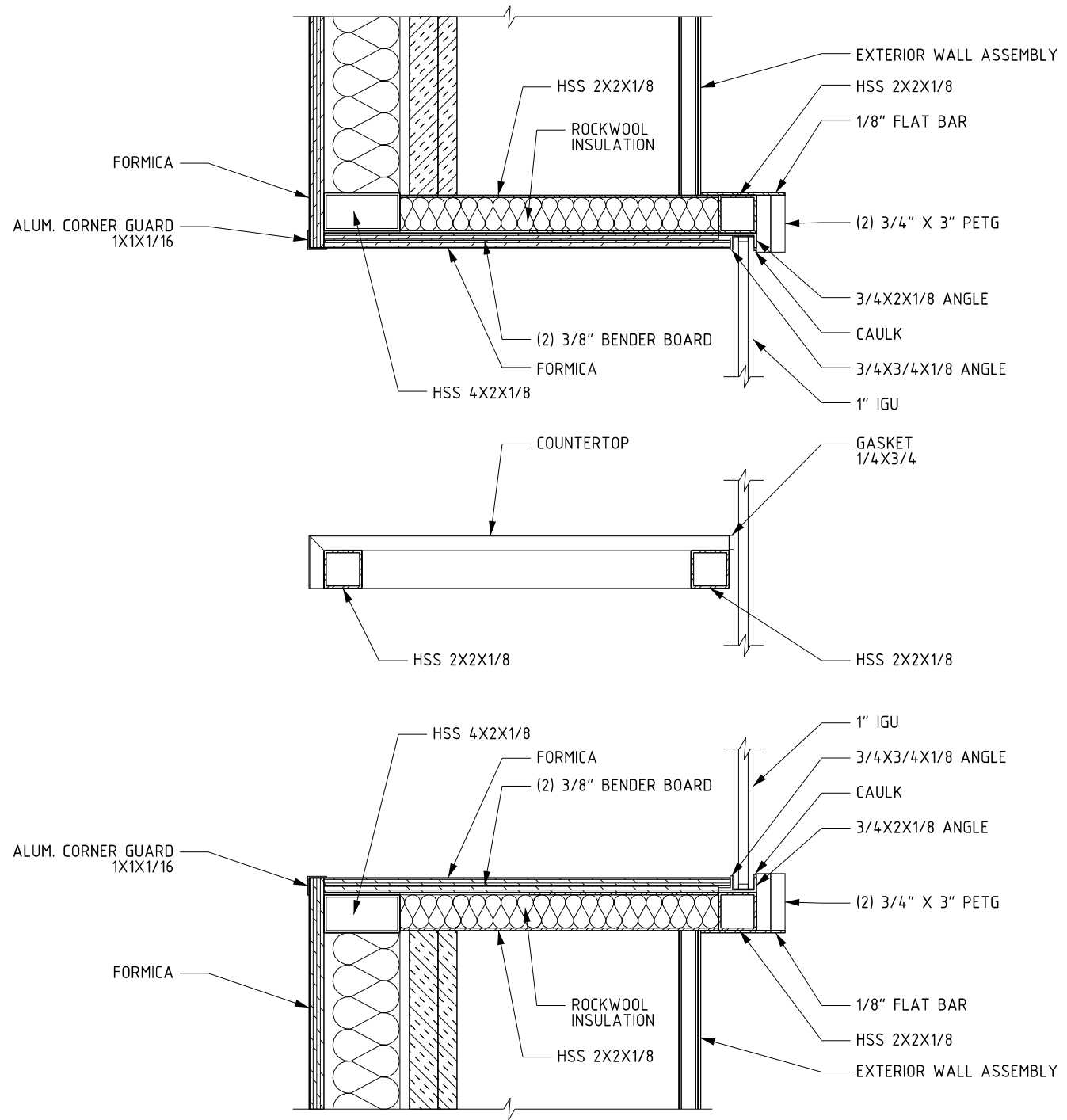
DRAWING NO.
A-303.0



1 PLAN DETAIL
SCALE: 1 1/2"=1'-0"



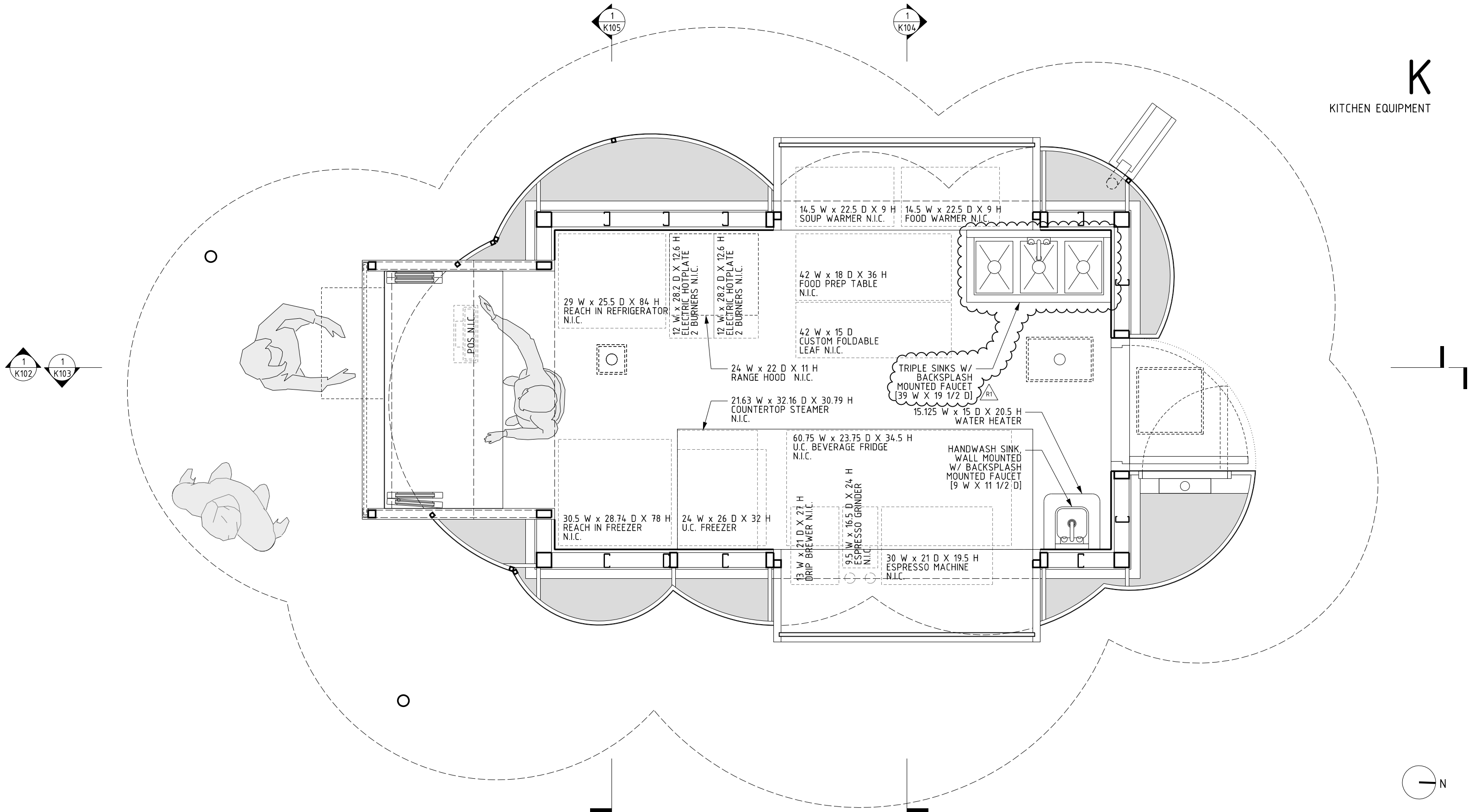
1 SECTION THROUGH DOOR
SCALE: 1 1/2"=1'-0"



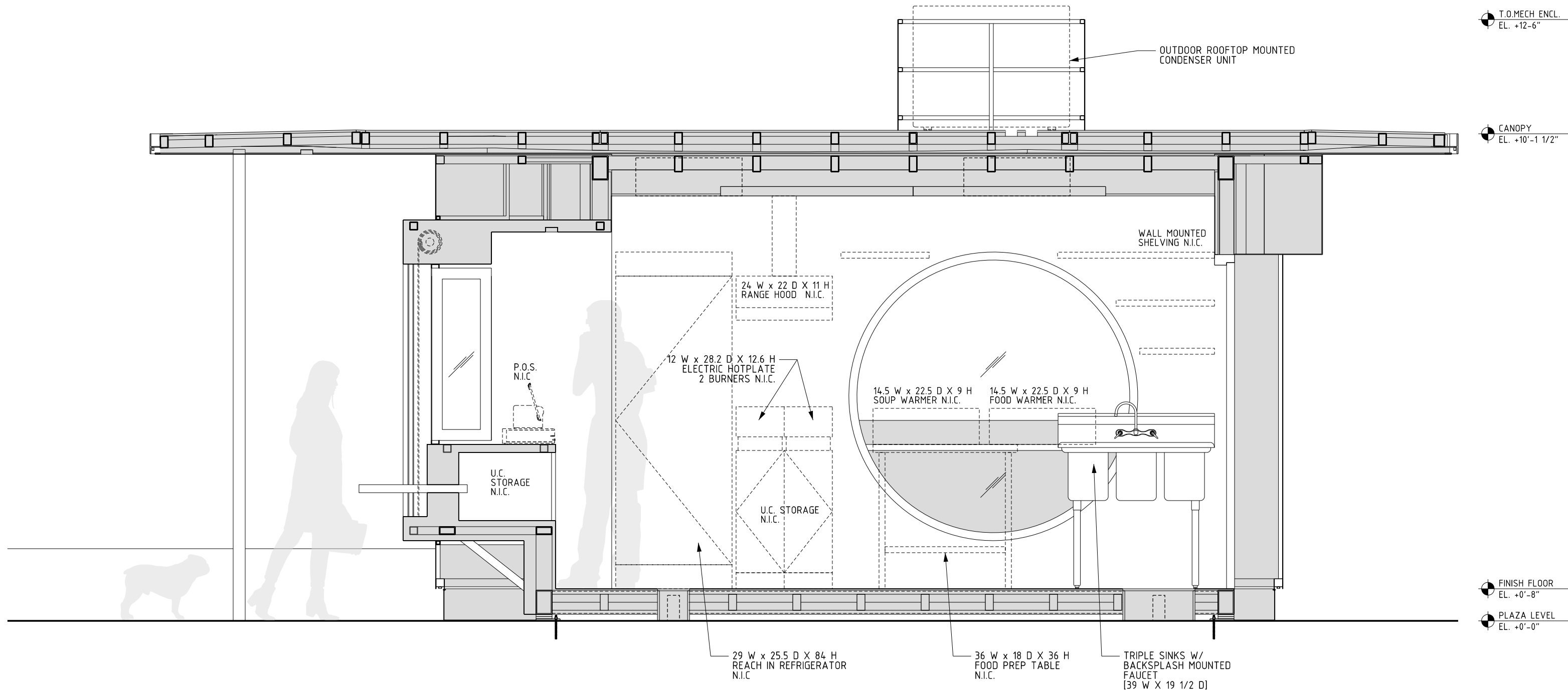
1 SECTION THROUGH WINDOW
SCALE: 1 1/2"=1'-0"

K

KITCHEN EQUIPMENT



K
KITCHEN EQUIPMENT



DESIGN-BUILD
RENZ + E | WADE AND LETA
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ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

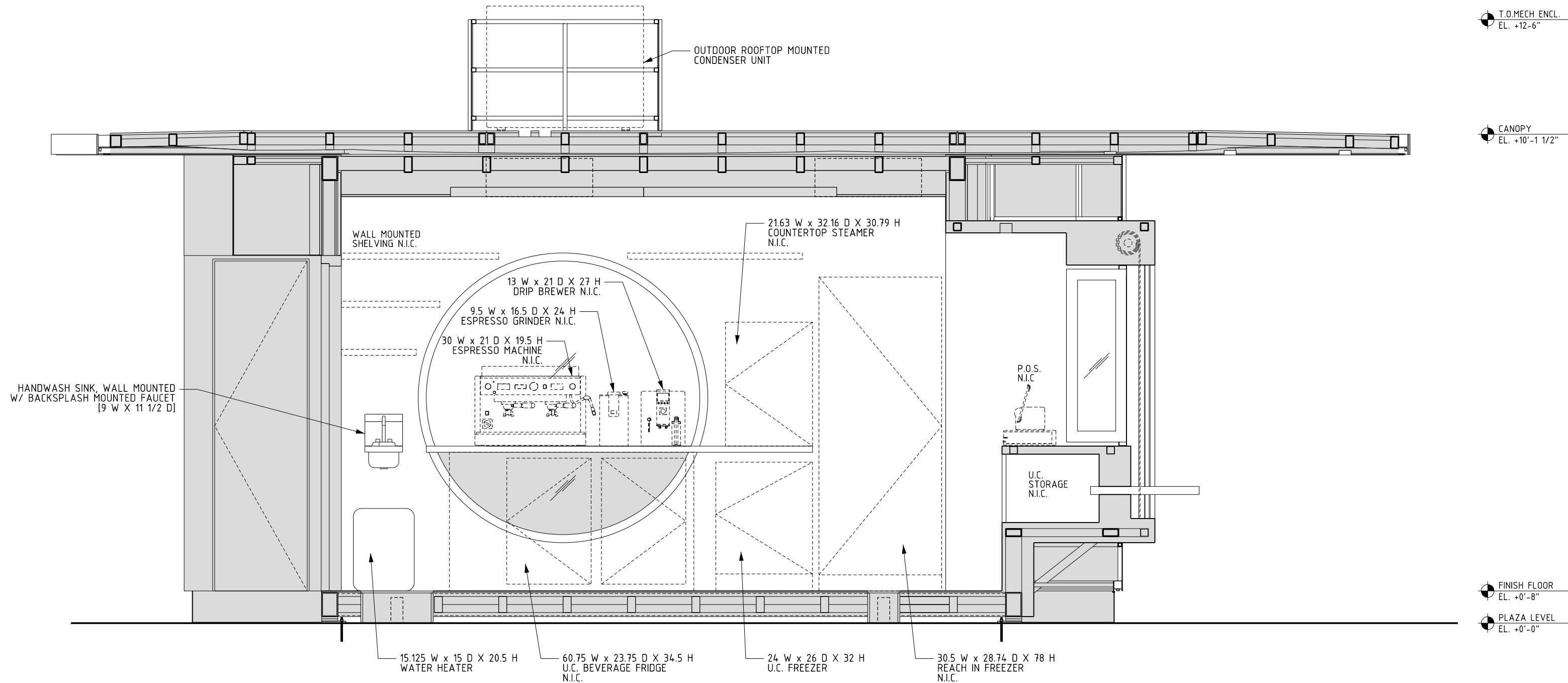
PROJECT NUMBER
2308CHP
CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
SECTION - LONGITUDINAL LOOKING WEST
DATE
3/6/2024
SCALE
1/2" = 1'-0"

DRAWING NO.
K-102.0

K
KITCHEN EQUIPMENT



DESIGN-BUILD
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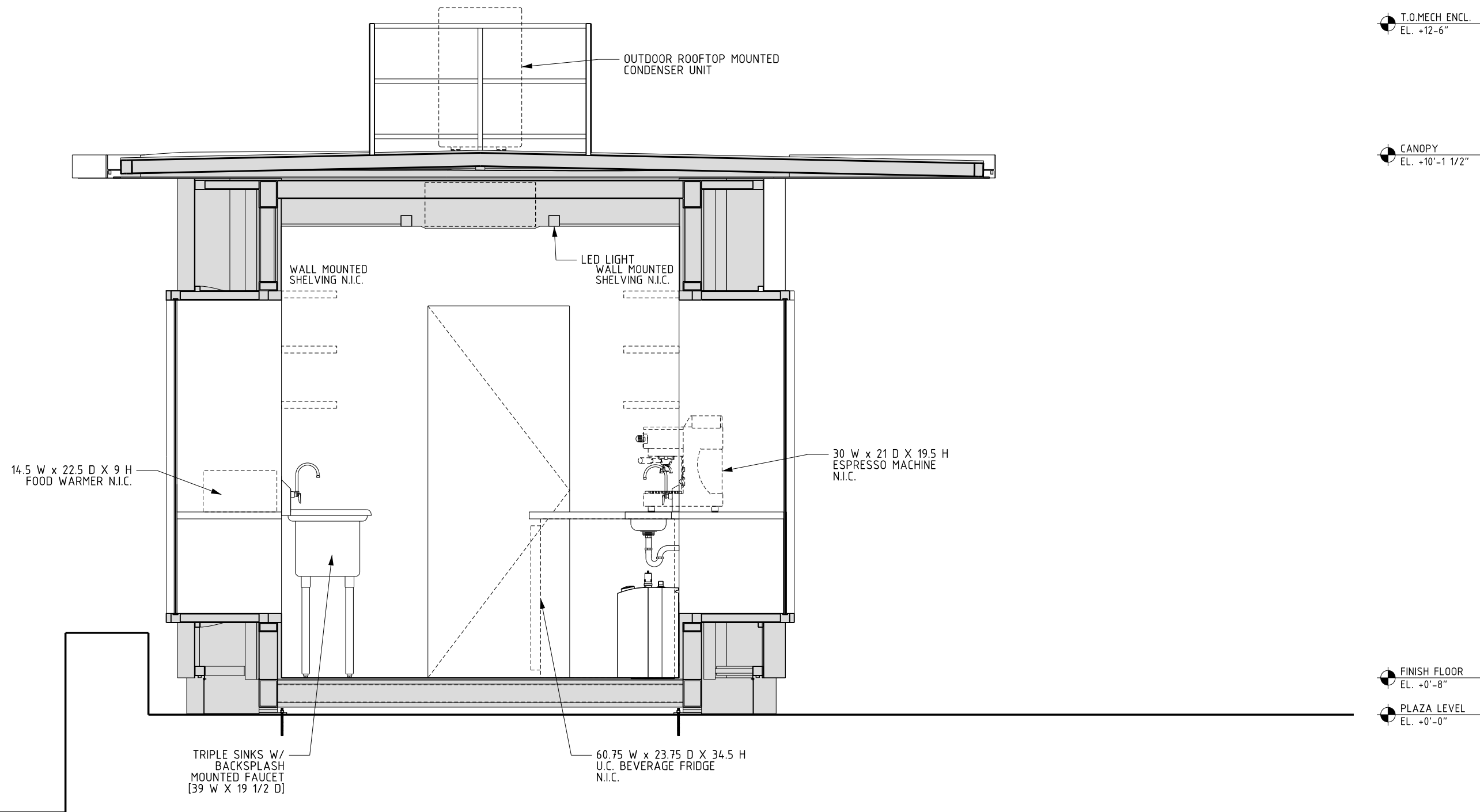
PROJECT NUMBER
2308CHP
CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
SECTION - LONGITUDINAL LOOKING EAST
DATE
3/6/2024
SCALE
1/2" = 1'-0"

DRAWING NO.
K-103.0

K
KITCHEN EQUIPMENT



DESIGN-BUILD
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PROJECT NUMBER
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CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
SECTION - CROSS LOOKING NORTH
DATE
3/6/2024
SCALE
1/2" = 1'-0"

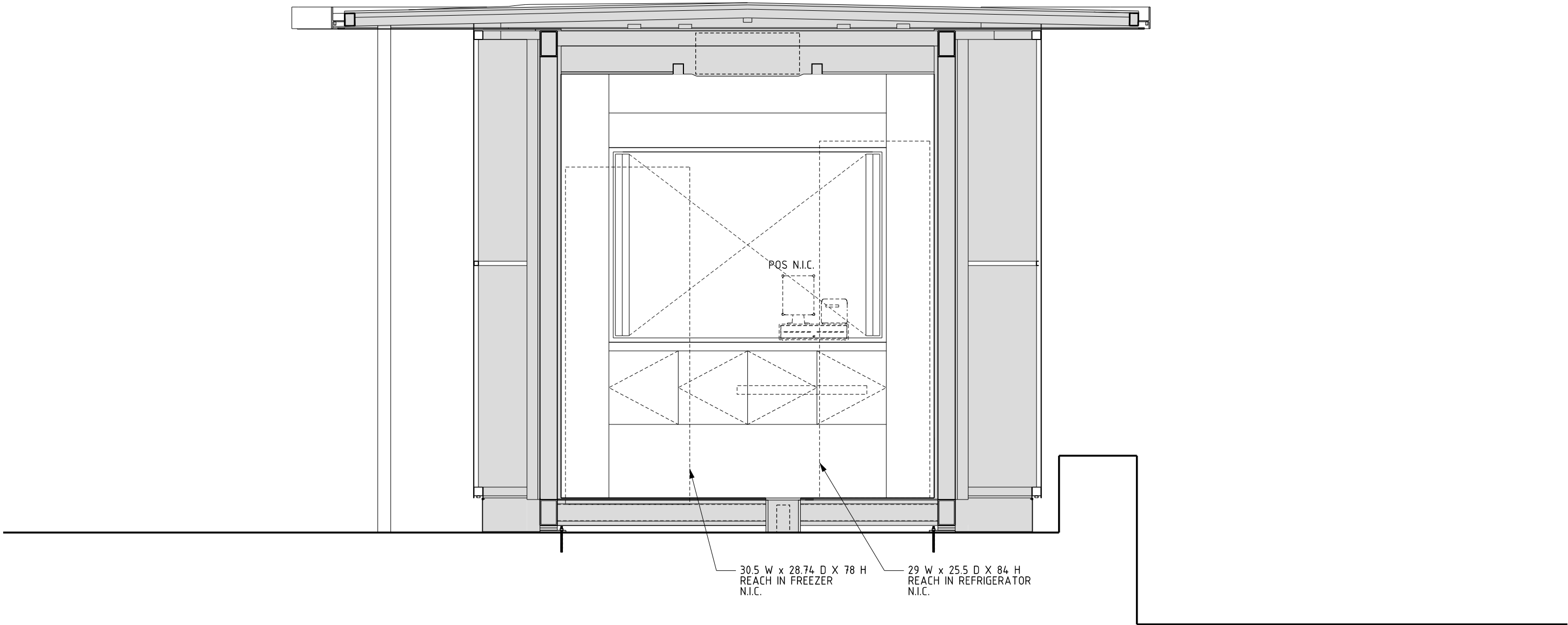
DRAWING NO.
K-104.0

K

KITCHEN EQUIPMENT

T.O.MECH ENCL.
EL. +12'-6"

CANOPY
EL. +10'-1 1/2"



DESIGN-BUILD

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CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK

PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
SECTION - CROSS LOOKING SOUTH

DATE
3/6/2024

SCALE
1/2" = 1'-0"

DRAWING NO.

K-105.0

STEEL NOTES

1.

ALL WORK SHALL BE IN CONFORMANCE WITH THE AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS, LATEST EDITION.
2.

ALL STRUCTURAL WELDING SHALL BE DONE IN ACCORDANCE WITH AWS D1.1-LATEST EDITION. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ENGINEER.
3.

ALL SHOP AND FIELD WELDERS SHALL BE CERTIFIED ACCORDING TO AWS PROCEDURES FOR THE WELDING PROCESS AND WELDING POSITION USED.
4.

STEEL PLATES & SHAPES SHALL CONFORM TO ASTM. A572 GR. 50.
5.

STEEL TUBES SHALL CONFORM TO ASTM. A500, GRADE B.
6.

STEEL PIPES SHALL CONFORM TO ASTM. A501 OR ASTM. A53, GR. B.
7.

WELD METAL SHALL MATCH BASE METAL WITH A MINIMUM OF 70 KSI.
8.

ALL STEEL EXPOSED TO WET CONDITIONS SHALL BE GALV.
9.

CONTRACTOR TO FIELD VERIFY ALL STEEL DIMENSIONS IN FIELD PRIOR TO ORDERING AND FABRICATION OF STEEL COMPONENTS.

ANCHOR NOTES

1.

REFER TO FOUNDATION PLAN FOR COORDINATION.
2.

ALL BASE -P's SHALL BE ASTM A36.
3.

GROUT SHALL BE NON-SHRINK HIGH STRENGTH NON-METALIC.
4.

ALL ANCHOR RODS TO BE HIGH STRENGTH THREADED ROD AND HY-200 ANCHORS
5.

ALL DIMENSIONS TO -C OF STEEL TYP. U.N.O.
6.

PERIMETER STEEL -C - 2-W" OFF FACE OF CONC. TYP. U.N.O.

SHOP DRAWINGS & PROJECT SUBMITTALS

1.

THE STRUCTURAL SHOP DRAWING REVIEW IS INTENDED TO HELP THE ENGINEER VERIFY DESIGN CONCEPT. THIS REVIEW IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPTS AND DOES NOT RELIEVE THE CONTR. FROM COMPLIANCE WITH THE DESIGN DRAWINGS & SPECIFICATIONS. CONTR. IS RESPONSIBLE FOR CONFIRMING AND VERIFYING DIMENSIONS, MEANS, METHODS, SAFETY AND COORDINATION OF THE WORK.
2.

THE FOLLOWING SHOP DRAWINGS/SUBMITTALS & CALCULATIONS ARE REQUIRED FOR SUBMITTAL FOR REVIEW BY HARRIS STRUCTURAL ENGINEERING:

A. GRANUAL & CRUSHED STONE FILL

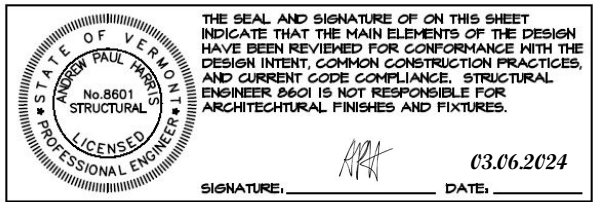
B. SELECT BACKFILL

C. CONCRETE MIX DESIGN (INCLUDING ADMIXTURES)

D. CONCRETE REINFORCEMENT

E. LIGHT GAUGE ROOF TRUSSES & FRAMING

F. STRUCTURAL INSULATED PANELS (SIP's)



ABBREVIATIONS

<	ANGLE	CSK.	COUNTERSINK	GR.	GRADE	P.E.N.	PLYWOOD EDGE NAILING
@	AT	CTR.	CENTER	GR. BM.	GRADE BEAM	PERP.	PERPENDICULAR
A&B	ABOVE & BELOW	CU.	CUBIC	GYP.	GYPSUM	P.D.F.	
A.B.	ANCHOR BOLT			GYP. BD.	GYPSUM BOARD	PERF.	PERFORATED
(A)	ABANDON	d	PENNY (NAIL SIZE)			R	PLATE
ABV.	ABOVE	DBL.	DOUBLE	HC.	HOLLOW CORE	PWD.	PLYWOOD
A.C.	ASPHALTIC CONCRETE	DEG.	DEGREE	HDR.	HEADER	P.P.	PARTIAL PENETRATION
ACOUS.	ACOUSTICAL	DET.	DETAIL	HDWD.	HARDWOOD	PR.	PAIR
A.D.	AREA DRAIN	D.F.	DOUGLAS FIR	HGR.	HANGER	PREFAB.	PREFABRICATED
ADDL.	ADDITIONAL	DIA or ϕ	DIAMETER	H.M.	HOLLOW METAL	P.S.I.	POUNDS PER SQUARE INCH
ADJ.	ADJACENT	DIAG.	DIAGONAL	HORIZ.	HORIZONTAL	PSL.	PARALLAM
A.F.F.	ABOVE FINISH FLOOR	DIM.	DIMENSION	H.S.N.S.	HIGH STRENGTH NON-SHRINK	P.T.	PRESSURE TREATED
A.F.S.	AUTOMATIC FIRE SPRINKLER	DISP.	DISPENSER	HT.	HEIGHT		
AGG.	AGGREGATE	D.L.	DEAL LOAD	HWDR.	HARDWARE		
AIR COND.	AIR CONDITIONING	DN.	DOWN			(R)	RELOCATE
ALT.	ALTERNATE	DP.	DEEP	I.D.	INSIDE DIAMETER	R.	RADIUS
ALUM.	ALUMINUM	DR.	DOOR	I.F.	INSIDE FACE	R.A.G.	RETURN AIR GRILL
APA	AMERICAN PLYWOOD ASSOCIATION	DS.	DOWNPOUT	INFO.	INFORMATION	R.B.	RUBBER BASE
		DWG.	DRAWING	INSUL.	INSULATION	R.D.	ROOF DRAIN
APPROX.	APPROXIMATE			INT.	INTERIOR	REF.	REFERENCE
ARCH.	ARCHITECTURAL	(E)	EXISTING			REINF.	REINFORCING
ASB.	ASBESTOS	E.	EAST	JST.	JOIST	RET.	RETAINING
ASPH.	ASPHALT	EA.	EACH	JT.	JOINT	REQD.	REQUIRED
ASTM	AMERICAN SOCIETY FOR TESTING & MATERIALS	E.B.	EXPANSION BOLT			RF.	ROOF
		E.E.	EACH END	KD.	KILN DRIED	R.H.W.S.	ROUND HEAD WOOD SCREW
A.Y.C.	ALASKAN YELLOW CEDAR	E.F.	EACH FACE	KIT.	KITCHEN	RM.	ROOM
AVE.	AVENUE	E.S.	EACH SIDE	K.P.	KING POST	R.O.	ROUGH OPENING
		E.W.	EACH WAY			RWD.	REDWOOD
BD.	BOARD	EL.	ELEVATOR	LAM.	LAMINATE	R.W.L.	RAIN WATER LEADER
BITUM.	BITUMINOUS	ELAS.	ELASTOMERIC	LAV.	LAVATORY		
BLDG.	BUILDING	ELEV.	ELEVATION	L.B.	LAG BOLT	S.	SOUTH
BLK.	BLOCK (BLOCKING)	EMB.	EMBEDMENT	LBS or #	POUNDS	S.A.D.	SEE ARCHITECTURAL DRAWINGS
BLT.	BOLT	E.N.	EDGE NAIL	LG.	LONG	S.C.	SOLID CORE
BLW.	BELOW	ENG.	ENGINEER	L.I.	LIVE LOAD	S.C.D.	SEE CIVIL DRAWINGS
BM.	BEAM	EQ.	EQUAL	LOC.	LOCATION	SCHED.	SCHEDULE
BOT.	BOTTOM	EQPT.	EQUIPMENT	LT.	LIGHT	SEC.	SECTION
BRG.	BEARING	EXP.	EXPANSION	LSL.	TIMBERSTRAND	SHT.	SHEET
BTWN.	BETWEEN	EXT.	EXTERIOR	LVL.	MICROLLAM	SHTG.	SHEATHING
B.T.U.	BRITISH THERMAL UNITS					SIM.	SIMILAR
		F.A.	FIRE ALARM			SKYL.	SKYLIGHT
CAB.	CABINET	F.B.	FLAT BAR	MAX.	MAXIMUM	SP.	SPACE(S)
CANT.	CANTILEVERED	F.D.	FLOOR DRAIN	M.B.	MACHINE BOLT	SPCS.	SPECIFICATIONS
C.B.	CATCH BASIN	FDN.	FOUNDATION	MECH.	MECHANICAL	SQ.	SQUARE
C.C.	CENTER TO CENTER	F.E.	FIRE EXTINGUISHER	MEMB.	MEMBRANE	S.S.	SELECT STRUCTURAL
CEM.	CEMENT	F.H.W.S.	FLAT HEAD WOOD SCREW	MFR.	MANUFACTURER	STAG.	STAGGERED
CER.	CERAMIC	FIN.	FINISHED	M.I.W.	MALLEABLE IRON	STD.	STANDARD
C.J.	CONTROL JOINT	FLR.	FLOOR	M.I.W.	WASHER	STIFF.	STIFFENER
C.O.	CLEAN OUT	FLUOR.	FLUORESCENT	MIN.	MINIMUM	STL.	STEEL
C.I.	CAST IRON	F.J.	FLOOR JOIST	MISC.	MISCELLANEOUS	STOR.	STORAGE
CL.	CENTERLINE	F.N.	FACE NAIL	MTL.	METAL	STRL.	STRUCTURAL
CLO.	CLOSET	F.O.C.	FACE OF CONCRETE			SUSP.	SUSPENDED
CLG.	CEILING	F.O.F.	FACE OF FINISH	(N)	NEW	S.W.	SHEAR WALL
CLKG.	CAULKING	F.O.M.	FACE OF MASONRY	N.	NORTH		
CLR.	CLEAR	F.O.P.	FACE OF POST	N/A.	NOT APPLICABLE	T.	TOILET
C.M.U.	CONCRETE MASONRY UNIT	F.O.S.	FACE OF STUD	NAT.	NATURAL	T.B.	TOWEL BAR
C.O.	CLEAN OUT	FRM.	FRAME	N.I.C.	NOT IN CONTRACT	T&B	TOP & BOTTOM
COL.	COLUMN	FRMG.	FRAMING	NO. or #	NUMBER	T&G	TONGUE & GROOVE
COLL.	COLLECTOR	FT.	FOOT / FEET	NOM.	NOMINAL	T.GL.	TEMPERED GLASS
CORR.	CORRIDOR	FTG.	FOOTING	N.T.S.	NOT TO SCALE	THK.	THICK(NESS)
COMB.	COMBINATION	FURR.	FURRING			THRD.	THREADED
CONC.	CONCRETE			O/	OVER	THRU.	THROUGH
COND.	CONDITION	GA.	GAUGE OR GAGE	O.C.	ON CENTER	T.N.	TOENAIL
CONN.	CONNECTION	GALV.	GALVANIZED	O.D.	OUTSIDE DIAMETER	T.O.	TOP OF
CONSTR.	CONSTRUCTION	G.B.	GRAB BAR	O.F.	OUTSIDE FACE	T.O.C.	TOP OF CONCRETE
CONT.	CONTINUOUS	G.I.	GALVANIZED IRON	O.H.	OVERHANG	T.O.P.	TOP OF PLYWOOD
CONTR.	CONTRACTOR	GL.	GLASS	OPG.	OPENING	T.O.S.	TOP OF STEEL
C.P.	COMPLETE PENETRATION	GLB.	GLU-LAMINATED BEAM	OPP.	OPPOSITE	T.O.W.	TOP OF WALL
CRR.	CORRUGATE	GND.	GROUND	OPT.	OPTIONAL	T.S.	TUBE STEEL
				O.R.D.	OVERFLOW ROOF DRAIN	TYP.	TYPICAL

DESIGN-BUILD



WADE AND LETA
STUDIO SEO
HARRIS STRUCTURAL ENGINEERING

ADDRESS

50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER

2308CHP

CLIENT

BURLINGTON CEDO

PROJECT NAME

CITY HALL PARK KIOSK

PROJECT ADDRESS

CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE

GENERAL NOTES

DATE

3/6/2024

SCALE

NA

DRAWING NO.

S-001.0

JOB SITE NOTES

1.

CONC. WASHOUTS TO BE CONTAINED ON THE PROPERTY.

2.

CONTAMINATED WATER SHALL BE CONTAINED ON THE PROPERTY OR REMOVED IN THE CONCRETE TRUCK

3.

CONTRACTOR SHALL CLEAN ALL MUD & DEBRIS TRACKED ONTO THE ROAD SURFACES DUE TO CONSTRUCTION, DAILY.

4.

CONTRACTOR TO MAINTAIN A CLEAN AND SAFE JOB SITE AND ELIMINATE ALL INVITING HAZARDS ON A DAILY BASIS. AND SHALL CONFORM TO ALL "O.S.H.A." AND OTHER SAFETY REGULATIONS.

5.

CONTRACTOR TO TAKE ANY AND ALL MEASURES TO PROTECT THE LUMBER AND MATERIAL SUPPLY STACKS FROM HARMFUL WEATHER CONDITIONS.

FOUNDATION RELATED SITE WORK

1.

NOTIFY ENGINEER A MINIMUM OF 24 HOURS PRIOR TO EXCAVATIONS TO SCHEDULE A REVIEW OF NATIVE SOIL CONDITIONS. FOOTINGS HAVE BEEN DESIGNED FOR A MINIMUM BEARING CAPACITY OF 2,500 PSF PER DETAIL 1/SD1.
2.

COMPACT DISTURBED LOAD-BEARING SOIL IN DIRECT CONTACT WITH FOUNDATIONS TO ORIGINAL BEARING CAPACITY. PLACE 6" OF 1-8" CRUSHED STONE BENEATH SPREAD FOOTINGS IF STANDING WATER OR CLAY SOILS ARE ENCOUNTERED IN EXCAVATIONS.
3.

IF OVER-EXCAVATION OCCURS, REPLACE MATERIAL WITH SUITABLE WELL-DRAINED MATERIAL, IN 6" LIFTS, APPROVED BY THE ENGINEER AND COMPACTED TO 98% OF STANDARD PROCTOR. OVER-EXCAVATION MAY ALSO BE REPLACED WITH LEAN CONCRETE WITH ENGINEER'S APPROVAL.
4.

PLACE AND COMPACT BACKFILL IN EQUAL CONTINUOUS LAYERS NOT EXCEEDING 8" OF COMPACTED DEPTH FOR HAND HELD COMPACTION EQUIPMENT AND A MAXIMUM 12" COMPACTED DEPTH FOR VIBRATORY ROLLERS.
5.

MAINTAIN OPTIMUM MOISTURE CONTENT OF BACKFILL MATERIALS TO ATTAIN COMPACTION DENSITY.
6.

BACKFILL SIMULTANEOUSLY ON EACH SIDE OF FROST WALLS. INSTALL FOUNDATION DRAIN PER DETAIL 18/SD1

CONCRETE/FOUNDATION/SITE NOTES

1.

ALL CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 318-14, "SPECIFICATIONS FOR THE STRUCTURAL CONCRETE FOR BUILDINGS."

2.

ALL FOUNDATION FOOTING AND STEMWALL CONCRETE SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS U.N.O. 4,000 PSI FOR SLABS.

3.

ALL CONCRETE SHALL BE REGULAR WEIGHT HARDROCK CONCRETE WEIGHING APPROXIMATELY 150 PCF. AGGREGATES SHALL CONFORM TO ASTM C-150 (TYPE II) UNLESS CONCRETE WILL BE IN CONTACT WITH ALKALINE SOILS.

4.

ALL FOUNDATIONS SHALL BEAR ON RIGID INSULATION & V.B. S.A.D 0/ FIRM, UNDISTURBED, NATIVE SOILS OR ENGINEERED FILLS AT OR EXCEEDING DEPTHS SHOWN ON THE DRAWINGS.

5.

ALL FOOTING EXCAVATIONS SHALL BE NEAT. OVER-EXCAVATIONS IN DEPTH AND WIDTH SHALL BE FILLED WITH CONCRETE. ALL LOOSE SOILS SHALL BE REMOVED FROM EXCAVATIONS PRIOR TO PLACEMENT OF CONCRETE.

6.

REINFORCING, ANCHOR BOLTS AND INSERTS SHALL BE RIGIDLY HELD IN PLACE PRIOR TO PLACING CONCRETE.

7.

ALL WOOD IN PERMANENT CONTACT WITH CONCRETE OR SOIL SHALL BE PRESSURE TREATED U.N.O.

REINFORCING STEEL

1.

ALL REINF. STL. SHALL BE DEFORMED STL. BARS CONFORMING TO ASTM. A615, GR. 60. FOR #5 & LARGER AND GR. 40 FOR #4 & SMALLER STL. SHALL BE KEPT CLEAN AND FREE OF RUST AND SCALE.

2.

ALL REINF. STL. SHALL BE MFRD. DETAILED, FABRICATED, & PLACED IN ACCORDANCE W/ ACI. 318R, 315R, AND SP66.

3.

WELDED WIRE FABRIC SHALL CONFORM TO ASTM. A185, IN AS LONG A LENGTH AS IS PRACTICABLE. WELDED WORE FABRIC SHALL BE LAPPED AT LEAST ONE GRID WIDTH + 2".

4.

REINFORCING BARS SHALL BE IN LENGTHS AS LONG AS PRACTICABLE. REINFORCING BARS REQUIRING BENDING IN THE FIELD SHALL BE "COLD BENT". AT CORNERS AND INTERSECTIONS BARS SHALL RETURN A MINIMUM OF 18". ALL BAR SPLICES SHALL HAVE 24" LAPS MINIMUM U.O.N.

5.

SPLICES:
REINF. IN CONC. & MAS. SHALL HAVE LAP LENGTHS AS FOLLOWS, U.N.O. ON DRAWINGS:

BAR SIZE	IN CONC.	IN MAS.
#3	18"	24"
#4	24"	30"
#5	30"	36"
#6	36"	42"

6.

PLACEMENT:

A.

REINF. SHALL BE ACCURATELY PLACED & SUPPORTED BY CONC. METAL, OR OTHER APPROVED CHAIRS, SPACERS, OR TIES AND SECURED AGAINST DISPLACEMENT DURING CONC. OR GROUT PLACEMENT.

B.

EXCEPT WHERE OTHERWISE NOTED, REINF. SHALL HAVE CONC. COVER AS FOLLOWS:

CONC. DEPOSITED AGAINST EARTH	3"
FORMED CONC. TO BE BACK FILLED	2"
EXT. FACES OF WALLS	1-8"
INT. FACES OF WALLS	1"
T.O. SLAB ON GRADE (COVERED)	~W"

USE OF ENGINEERS DOCUMENTS

1.

THESE DOCUMENTS PREPARED BY HARRIS STRUCTURAL ENGINEERING ARE INSTRUMENTS OF PROFESSIONAL SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT, AND SHALL REMAIN THE PROPERTY OF HARRIS STRUCTURAL ENGINEERING. HARRIS STRUCTURAL ENGINEERING SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING THE COPYRIGHT(S). THE OWNER SHALL NOT REUSE OR PERMIT THE REUSE OF THESE DOCUMENTS, IN WHOLE OR IN PART, INCLUDING ANY DESIGN & CONSTRUCTION DEVELOPMENT, CHANGES OR ALTERATIONS TO THESE DOCUMENTS, WITHOUT THE WRITTEN ACKNOWLEDGEMENT AND AUTHORIZATION OF HARRIS STRUCTURAL ENGINEERING. ANY UNAUTHORIZED USE, REUSE, MODIFICATION OR ALTERATION, INCLUDING AUTOMATED CONVERSION OF THIS DOCUMENT SHALL BE AT THE USER'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO HARRIS STRUCTURAL ENGINEERING.

PROJECT OBSERVATION NOTES

1.

IN ADDITION TO CITY INSPECTIONS AND/OR ARCHITECT SITE VISITS, HARRIS STRUCTURAL ENGINEERING (HSE) RECOMMENDS THAT STRUCTURAL OBSERVATION SERVICES BE PROVIDED, TO REVIEW CONSTRUCTION FOR GENERAL CONFORMANCE WITH THE APPROVED PLANS AND TO MITIGATE THE RISK OF PROBLEMS DURING THE CONSTRUCTION PROCESS.

2.

THE CONTRACTOR SHALL PHASE THE PROJECT AND COORDINATE WITH HARRIS STRUCTURAL ENGINEERING TO ENSURE THAT PRIMARY STRUCTURAL ELEMENTS OF THE CONSTRUCTION ARE OBSERVED PRIOR TO COVERING WITH FINISHES OR OTHER MATERIALS. A SPECIAL INSPECTOR IS AN ACCEPTABLE ALTERNATE TO CONSTRUCTION OBSERVATION. THE FOLLOWING STAGES AT A MINIMUM SHALL BE OBSERVED:

A.

FOOTING EXCAVATIONS COMPLETED, FORMED AND READY FOR PLACEMENT OF REINFORCING.

B.

FOOTING REINFORCING BARS IN PLACE.

C.

SLAB-ON-GRADE REINFORCING BARS IN PLACE.

D.

WOOD FRAMING COMPLETED BUT NOT CLOSED IN

E.

PLYWOOD NAILING COMPLETED BUT NOT COVERED

F.

ALL STRUCTURAL WORK COMPLETE

3.

IN THE EVENT THAT HARRIS STRUCTURAL ENGINEERING IS NOT RETAINED TO PROVIDE STRUCTURAL OBSERVATION SERVICES, IT IS UNDERSTOOD AND AGREED THAT THE SERVICES PERFORMED BY HARRIS STRUCTURAL ENGINEERING ARE LIMITED TO THE DESIGN AND PREPARATION OF BASIC STRUCTURAL CONCEPTS AND CONSTRUCTION DOCUMENTS AND THAT HARRIS STRUCTURAL ENGINEERING HAS NO CONTROL WHATSOEVER WITH REGARD TO CONSTRUCTION METHODS OR COMPLIANCE WITH THE APPROVED PLANS. CONTACT THE OFFICE OF HARRIS STRUCTURAL ENGINEERING IF STRUCTURAL OBSERVATION SERVICES ARE DESIRED.

S
STRUCTURAL

DESIGN CRITERIA

2015

INTERNATIONAL BUILDING CODE

VERTICAL LOADS

ROOF	DEAD				
	20	PSF	LIVE		
			SNOW GOVERNS		PSF
FLOOR	20	PSF	50		PSF

ROOF SNOW LOADS

GROUND SNOW LOAD, P_g	40	PSF
EXPOSURE, C_e -	1.0	
IMPORTANCE -	1.0	
THERMAL, C_t -	1.2	
FLAT ROOF SNOW LOAD, P_f	40	PSF
DESIGN ROOF SNOW LOAD, P_f	40	PSF

LATERAL LOADS					
WIND:	SPEED -	115/90	MPH	EXPOSURE -	B
MEAN ROOF HEIGHT		16		IMPORTANCE -	1.0
BASE WIND PRESSURE		18.4	PSF		
SEISMIC:					
OCCUPANCY -		II		SITE CLASS (ASSUMED)	D
IMPORTANCE -		1		SEISMIC DESIGN CATEGORY	C
SHORT SPECTRAL, Sds		0.346		1 sec SPECTRAL, Sd1	0.165
(STRU. STEEL NOT SPEC. DETAILED FOR SEISMIC), R		3		V = Sds/R*W =	0.112*W

FOUNDATION DESIGN

TESTED/ASSUMED CLASS 4 SOILS WITH AN ALLOWABLE BEARING PRESSURE OF 1,000PSF IMPROVED TO 2,500 PSF WITH GRAVEL CUSHION WITH A CONSTANT EXPANSION INDEX LESS THAN 20 AND AN ALLOWABLE LATERAL BEARING PRESSURE OF 2,000 PSF



DESIGN-BUILD

RENZ + E

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DATE

3/6/2024

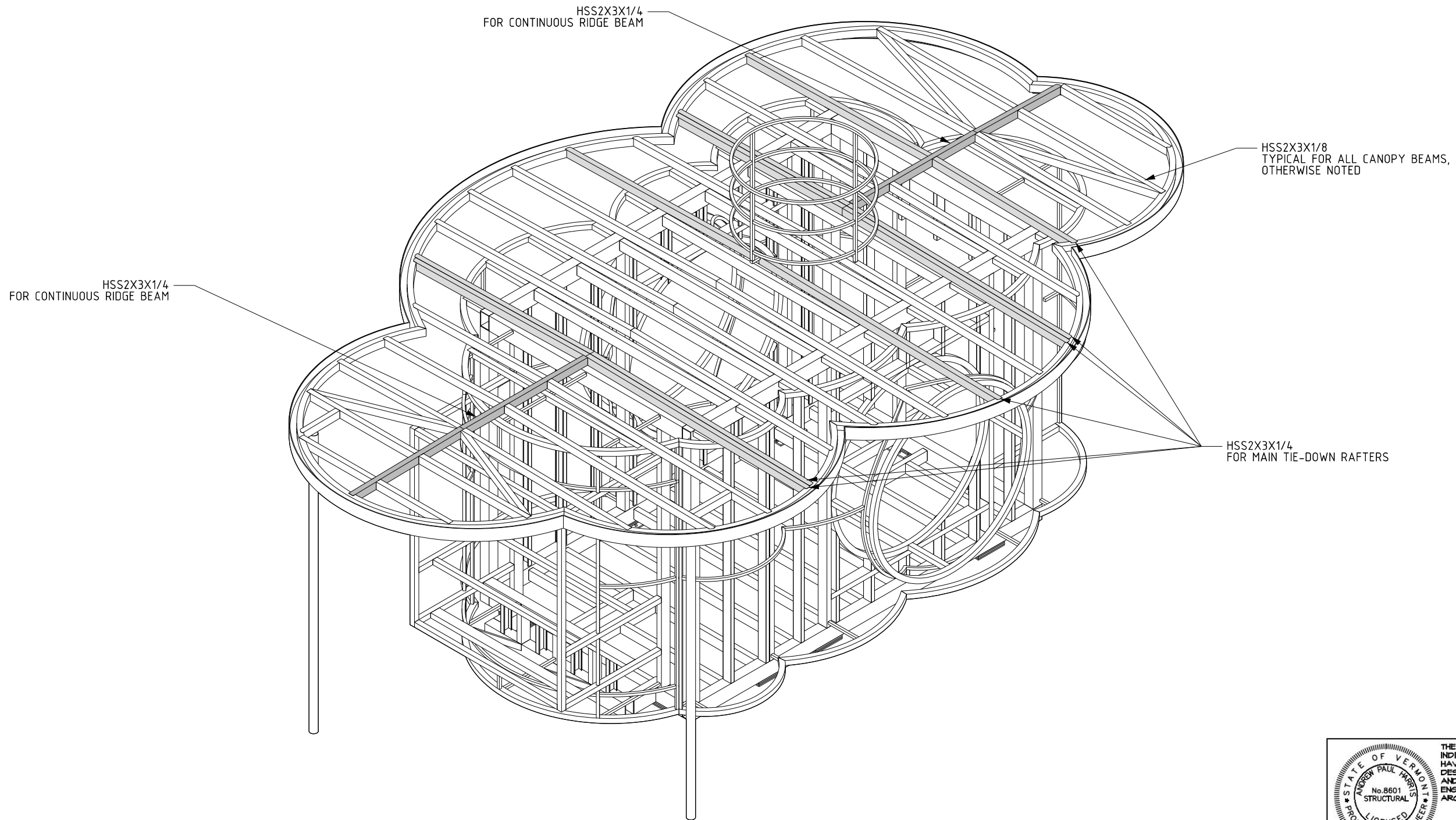
SCALE

NA

DRAWING NO.

S-002.0

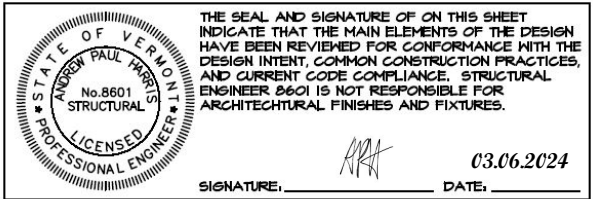
GENERAL 1. ALL WORK SHALL BE IN CONFORMANCE WITH THE INTERNATIONAL BUILDING CODE, 2015 EDITION ADOPTED BY THE LOCAL GOVERNING AGENCY, AND ANY APPLICABLE LOCAL ORDINANCES. 2. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON DRAWINGS REQUIRING CLARIFICATION OR REVISIONS BEFORE COMMENCING WITH THE WORK. 3. DRAWINGS SHALL NOT BE SCALED. ALL DIMENSIONS RELATED TO EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR. 4. NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. 5. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL BE OF SAME NATURE AS SIMILAR CONDITIONS ON THE PROJECT. 6. DETAILS MAY BE DEPICTED DIAGRAMMATICALLY. FOR EXAMPLE, ROOF PITCHES, FLOOR/ROOF/WALL THICKNESSES, FRAMING MEMBERS, ETC., MAY DIFFER IN SCALE FROM ACTUAL PROPOSED CONDITIONS. DETAILS SHALL BE UNDERSTOOD IN CONTEXT WITH OTHER DRAWINGS CONVEYING STRUCTURAL AND ARCHITECTURAL DESIGN INTENT. 7. SEE ARCHITECTURAL DRAWINGS FOR WALL LOCATIONS AND DIMENSIONS, UNLESS OTHERWISE NOTED. 8. REFER TO ARCHITECTURAL PLANS FOR FINISH FLOOR ELEVATIONS, FLOOR DEPRESSIONS, OPENINGS, SLOPES, DRAINS, CURBS, PADS, EMBEDDED ITEMS, NON-BEARING PARTITIONS, STAIRS, ETC. REFER TO CIVIL, MECHANICAL AND ELECTRICAL PLANS FOR UTILITIES, SLEEVES, PIPES, DUCTS, EQUIPMENT, ETC. 9. DIMENSIONS, UNLESS OTHERWISE SHOWN, ARE TO CENTERLINE OF COLUMNS AND BEAMS, OR TO THE FACE OF CONCRETE SURFACES AND ROUGH FRAMING. 10. SHOP DRAWINGS ARE AN AID FOR FIELD PLACEMENT AND ARE SUPERSEDED BY THE STRUCTURAL DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO MAKE CERTAIN THAT ALL CONSTRUCTION IS IN FULL AGREEMENT WITH THE LATEST APPROVED PLANS. 11. THE CONTRACT STRUCTURAL DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE, AND, EXCEPT WHERE SPECIFICALLY SHOWN, DO NOT INDICATE THE METHOD OR MEANS OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, PROCEDURES, TECHNIQUES, SAFETY AND SEQUENCE. 12. THE ENGINEER IS NOT IN RESPONSIBLE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR THE SAFETY PRECAUTIONS AND PROGRAMS IN ASSOCIATION WITH THE WORK, FOR THE ACTS OF OR OMISSIONS BY THE CONTRACTOR, SUBCONTRACTOR OR ANY PERSONS PERFORMING ANY OF THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. 13. ALL SHORING AND BRACING DESIGN, MATERIALS AND INSTALLATION SHALL BE PROVIDED BY THE GENERAL CONTRACTOR. SHORING AND BRACING SHALL BE LEFT IN PLACE AS LONG AS MAY BE REQUIRED FOR SAFETY AND UNTIL STRUCTURAL CONSTRUCTION IS COMPLETE. 14. CONTACT ENGINEER PRIOR TO CONSTRUCTION IF ALTERNATES OR SUBSTITUTIONS ARE DESIRED. PRODUCT SUBSTITUTIONS 1. MATERIAL SUBSTITUTIONS SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW PRIOR TO USE. SUBSTITUTION REVIEWS MAY REQUIRE ADDITIONAL DESIGN COSTS. THESE ADDITIONAL COSTS SHALL BE PAID BY THE PERSON OR COMPANY REQUESTING THE SUBSTITUTION. 2. SUBSTITUTED PRODUCTS SHALL HAVE I.C.C. APPROVAL AND SHALL BE INSTALLED PER PRODUCT MANUFACTURER'S SPECIFICATIONS. SUBSTITUTED PRODUCT MATERIALS, FINISHES, DETAILS, AND INSTALLATION SHALL BE OF A NATURE SIMILAR TO ORIGINALLY SPECIFIED PRODUCT SO AS TO NOT CONFLICT WIT ANY INTENDED STRUCTURAL OR ARCHITECTURAL DESIGN CONDITIONS, WHETHER DEPICTED OR IMPLIED ON PLANS OR SPECIFICATIONS. THE SUBSTITUTED PRODUCT SHALL HAVE DESIGN VALUES (I.E. DESIGN LOADS, IMPACT RESISTANCE, ETC.) WHICH SHALL BE EQUAL TO OR GREATER THAN THE ORIGINALLY SPECIFIED PRODUCT. ANY AND ALL WARRANTIES OFFERED BY THE ORIGINALLY SPECIFIED PRODUCT MANUFACTURER FOR THE ITEM TO BE SUBSTITUTED SHALL HAVE SIMILAR WARRANTIES OFFERED BY THE SUBSTITUTED PRODUCT MANUFACTURER. 3. SUBMIT TO THE ENGINEER A LIST OF ONLY THE ITEMS TO BE SUBSTITUTED, COMPLETE WITH ALL PERTINENT MATERIAL INCLUDING BT NOT LIMITED TO MANUFACTURER'S SUPPLIED DESIGN LOADS LISTED FOR THE ORIGINALLY SPECIFIED PRODUCT AND THE PROPOSED SUBSTITUTION PRODUCT.

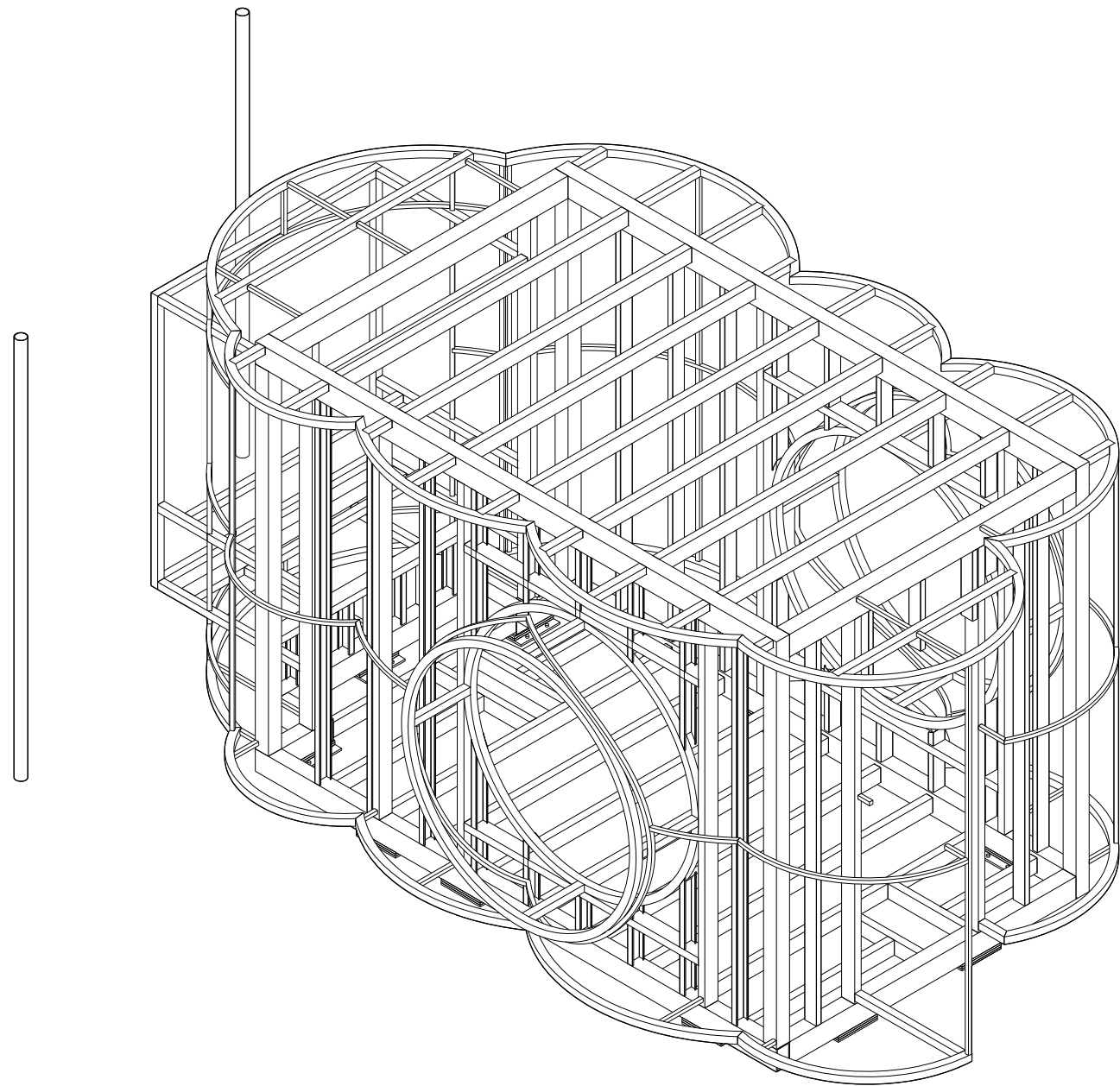


LOOKING FROM SOUTH/EAST CORNER

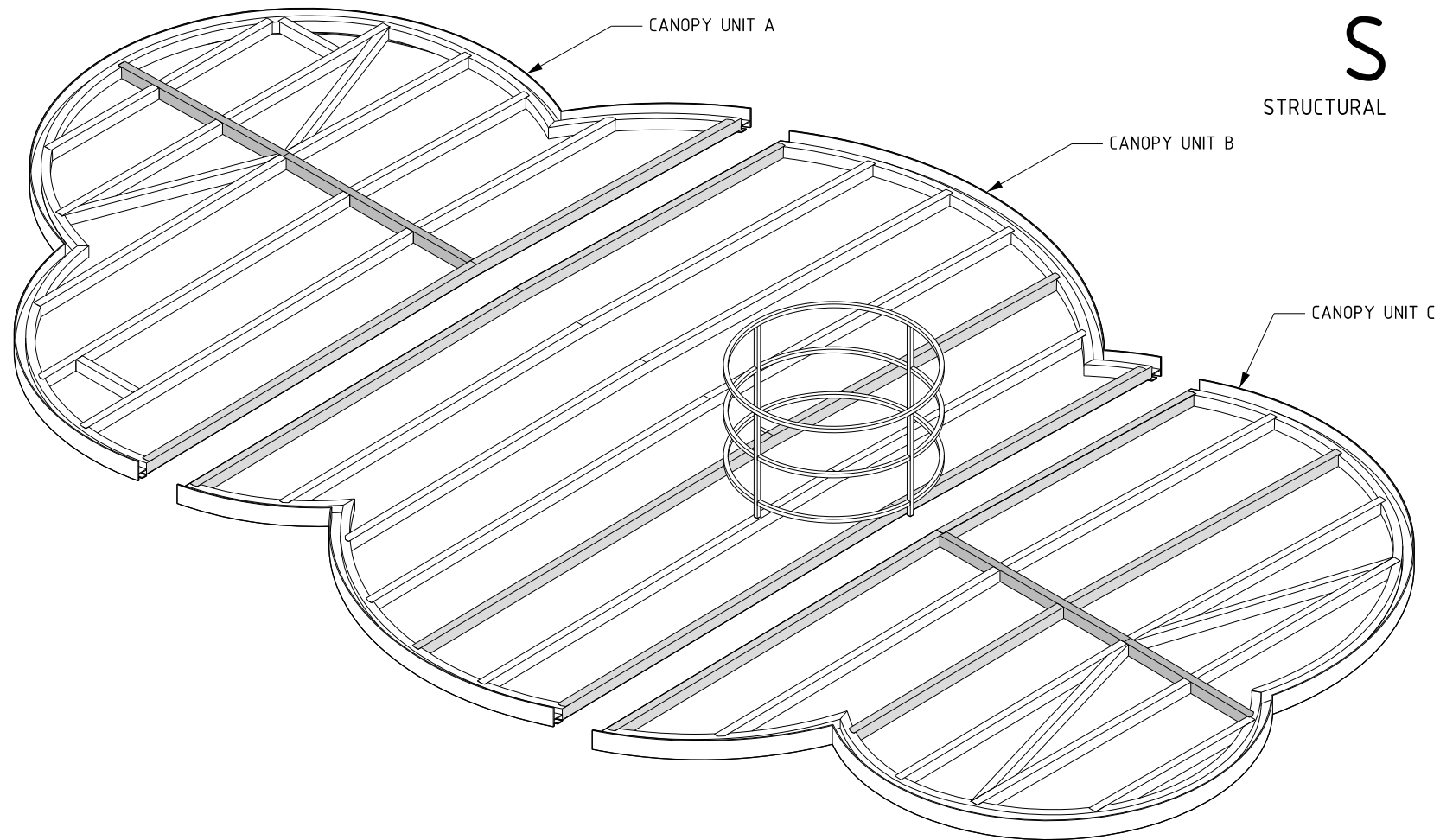
1
KIOSK FRAMING

SCALE: NTS





2 LOOKING FROM NORTH/EAST CORNER
KIOSK FRAMING WITHOUT SKIN
SCALE: NTS



1 LOOKING FROM NORTH/EAST CORNER
CANOPY UNITS
SCALE: NTS

THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER 0601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.

SIGNATURE: *APA* DATE: 03.06.2024

DESIGN-BUILD
RENZ + E | x WADE AND LETA
 STUDIO SEO
 ADDRESS HARRIS STRUCTURAL ENGINEERING
 50 MEADOW ST. BROOKLYN NY 11206

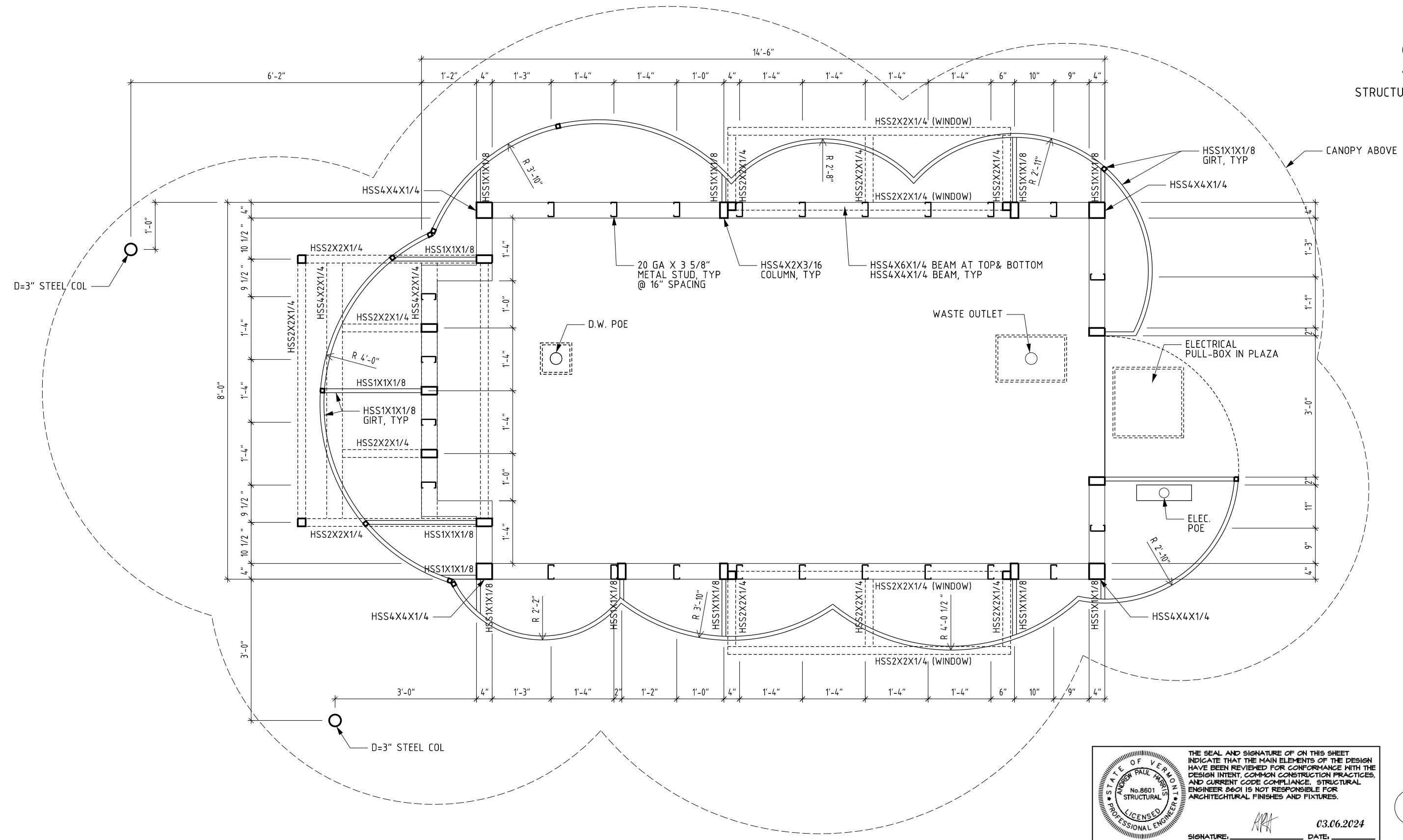
PROJECT NUMBER
 2308CHP
 CLIENT
 BURLINGTON CEDO

PROJECT NAME
 CITY HALL PARK KIOSK
 PROJECT ADDRESS
 CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
 AXONOMETRIC VIEW
 DATE
 3/6/2024
 SCALE
 NTS

DRAWING NO.
S-041.0





STATE OF VERMONT

ANDREW PAUL HARRIS

No. 8601

STRUCTURAL

LICENSED

PROFESSIONAL ENGINEER

THE SEAL AND SIGNATURE OF ON THIS SHEET INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE DESIGN INTENT, COMMON CONSTRUCTION PRACTICES, AND CURRENT CODE COMPLIANCE. STRUCTURAL ENGINEER 8601 IS NOT RESPONSIBLE FOR ARCHITECTURAL FINISHES AND FIXTURES.

APA

SIGNATURE: _____ DATE: 03.06.2024



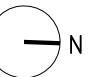
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RENZ + E | WADE AND LETA
STUDIO SEO
HARRIS STRUCTURAL ENGINEERING
ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

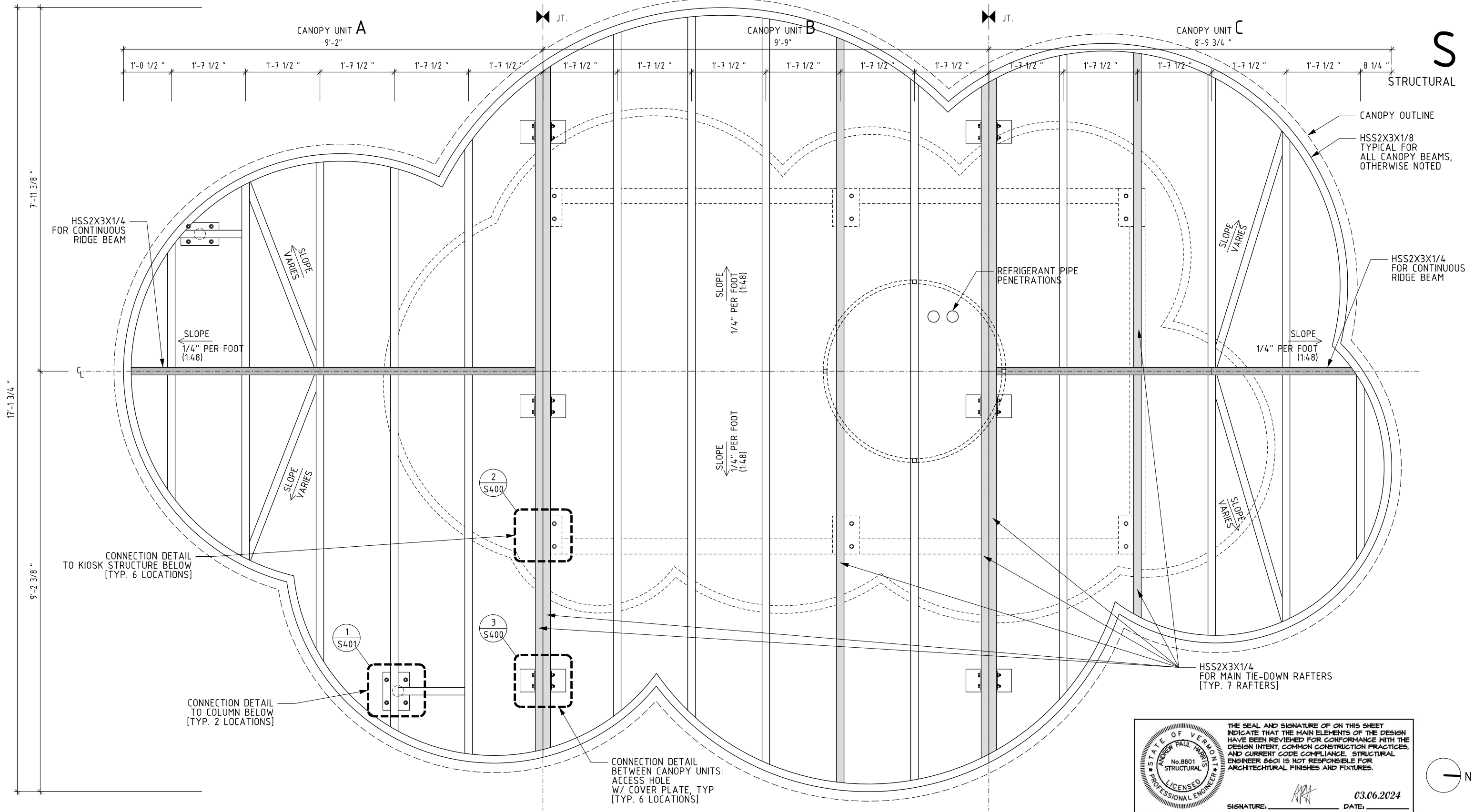
PROJECT NUMBER
2308CHP
CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
FRAMING PLAN - FIRST FLOOR
DATE
3/6/2024
SCALE
1/2" = 1'-0"

DRAWING NO.
S-101.0





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HARRIS STRUCTURAL ENGINEERING
ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
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PROJECT NAME
CITY HALL PARK KIOSK
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

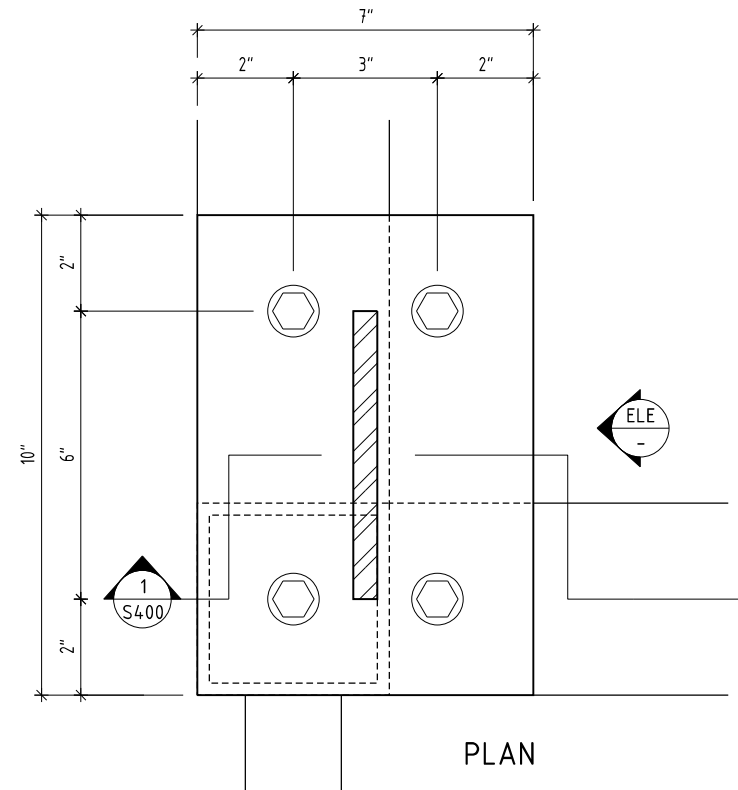
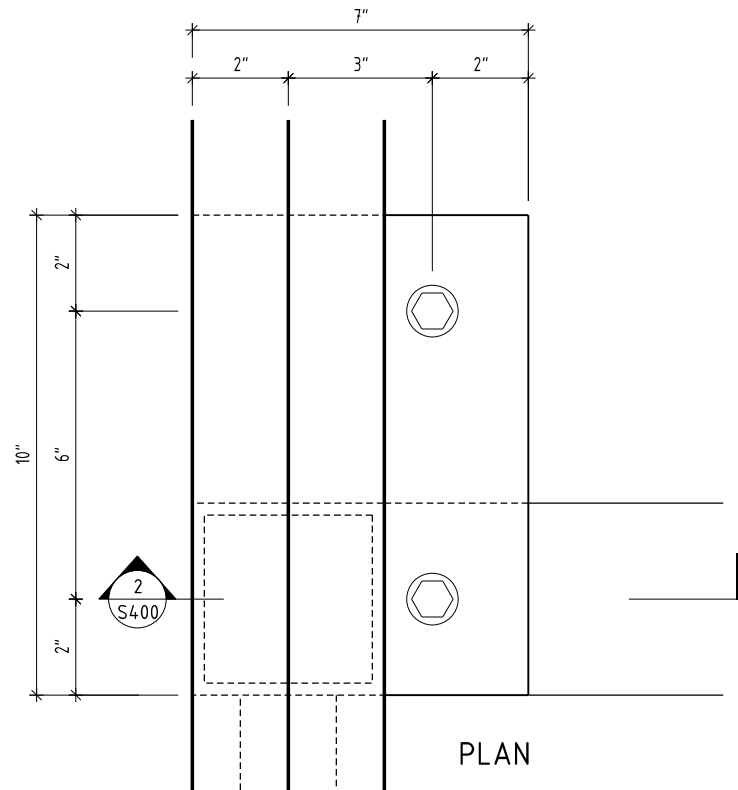
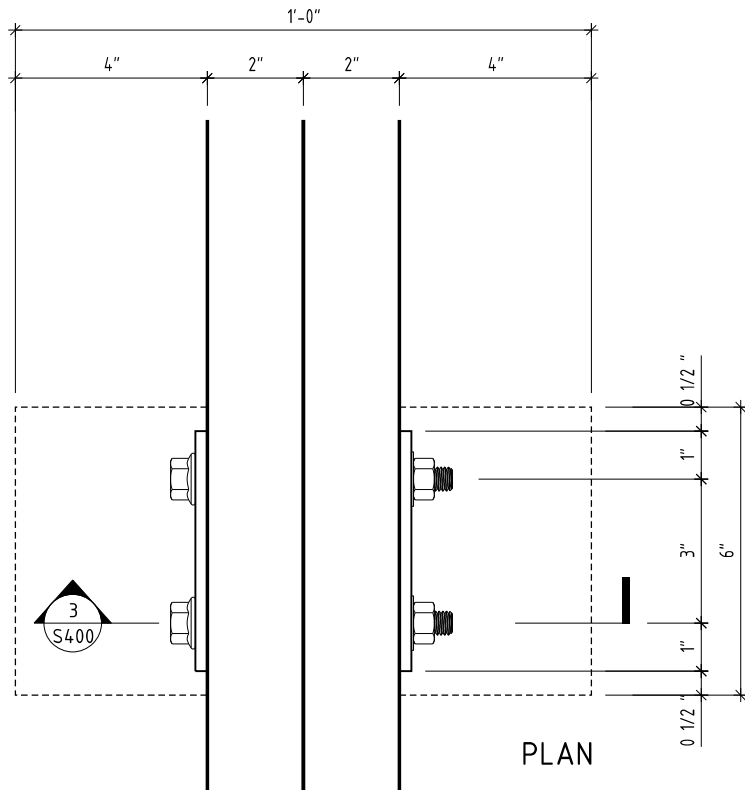
DRAWING TITLE
FRAMING PLAN - CANOPY
DATE
3/6/2024
SCALE
1/2" = 1'-0"

DRAWING NO.
S-103.0

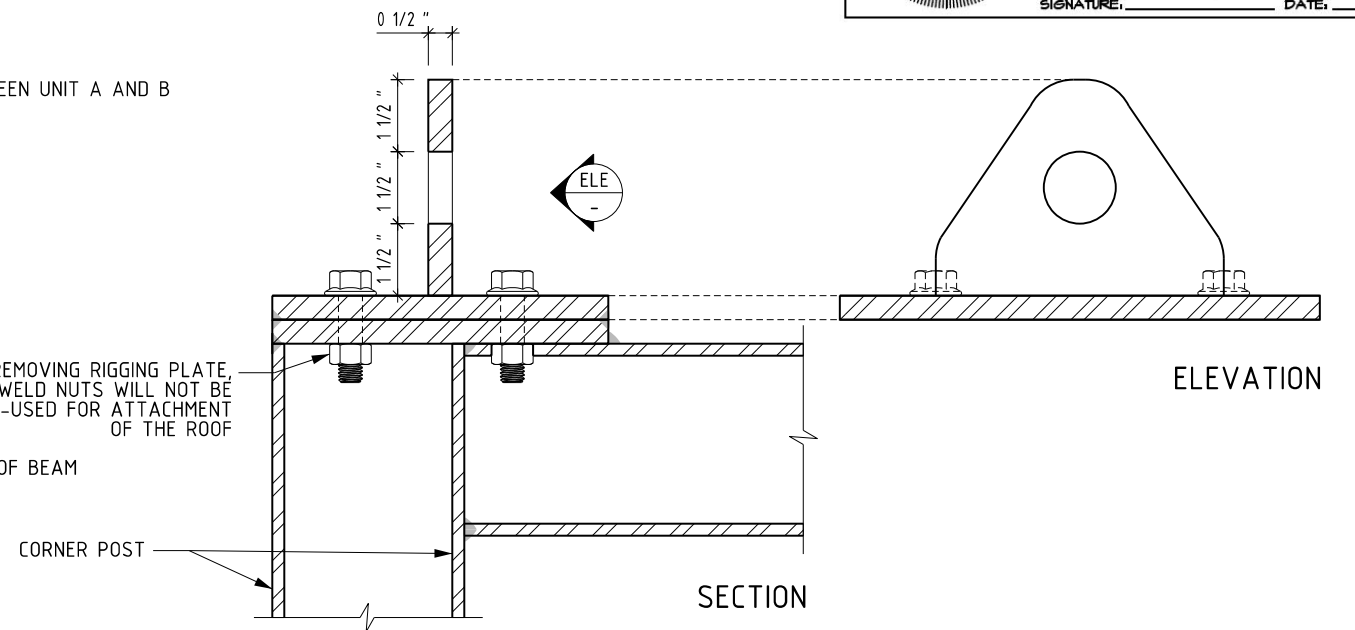
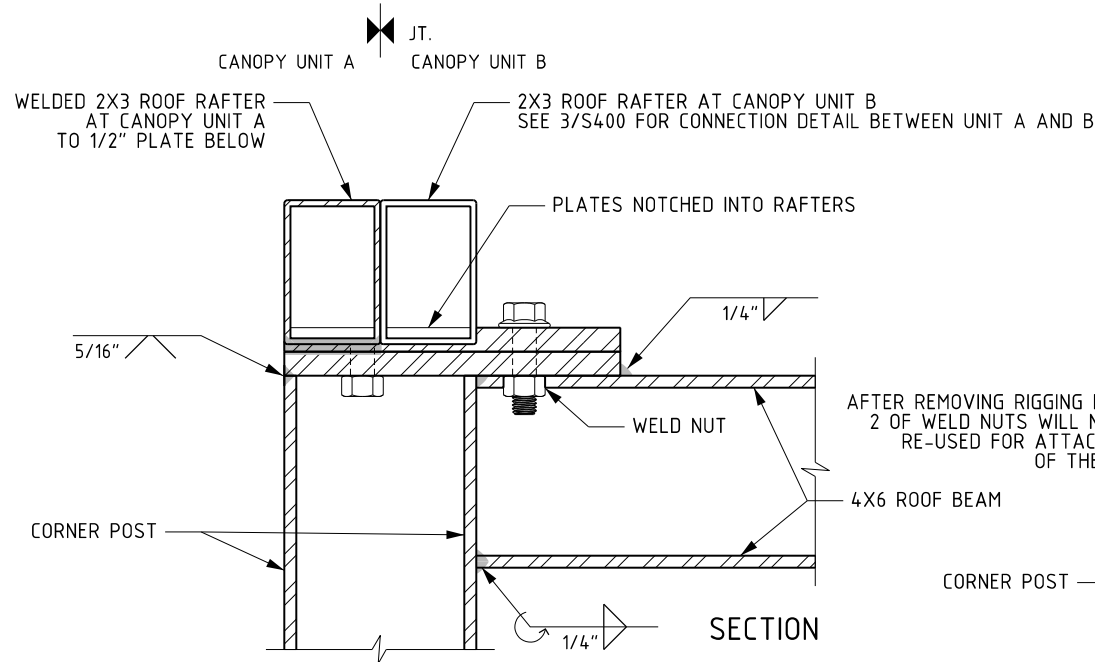
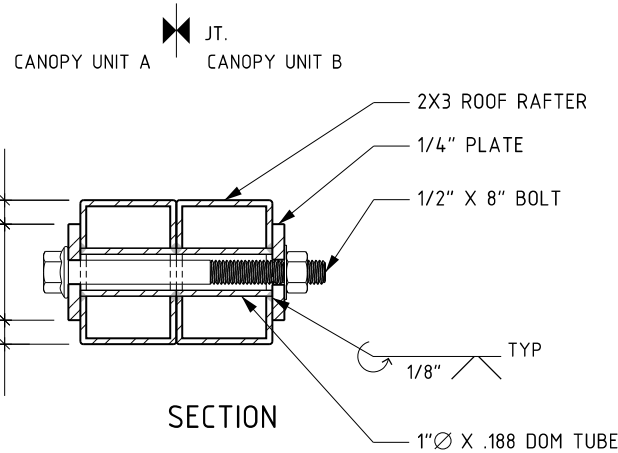
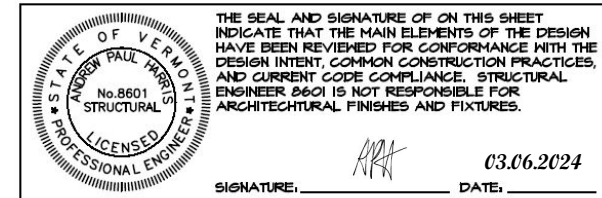
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INDICATE THAT THE MAIN ELEMENTS OF THE DESIGN
HAVE BEEN REVIEWED FOR CONFORMANCE WITH THE
DESIGN INTENT, COMMON CONSTRUCTION PRACTICES,
AND CURRENT CODE COMPLIANCE. STRUCTURAL
ENGINEER & CO. IS NOT RESPONSIBLE FOR
ARCHITECTURAL FINISHES AND FIXTURES.

STATE OF VERMONT
ANDREW PAUL HERRON
No. 8801
STRUCTURAL
LICENSED
PROFESSIONAL ENGINEER

SIGNATURE: *PAH* DATE: 03.06.2024



S
STRUCTURAL

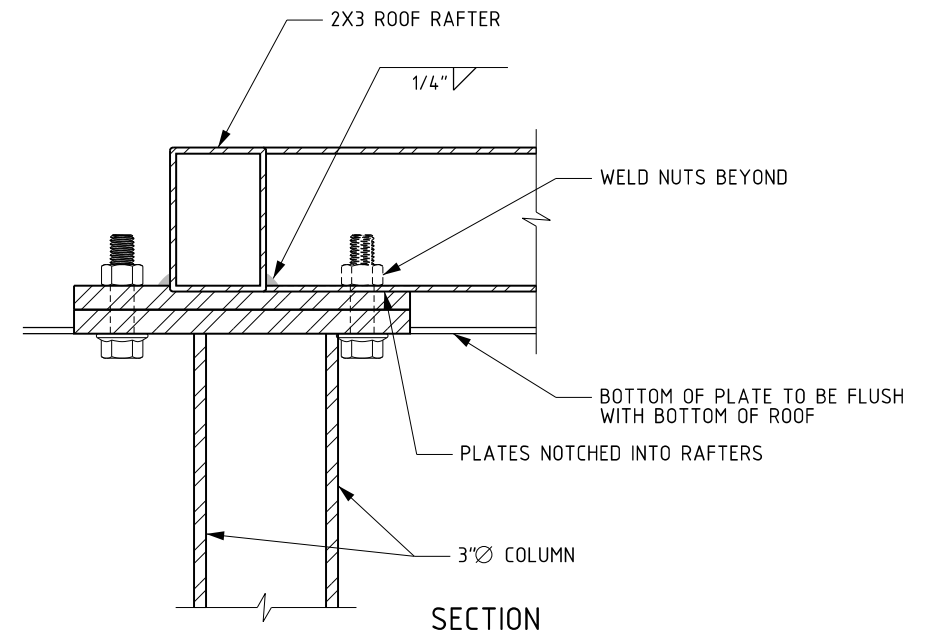
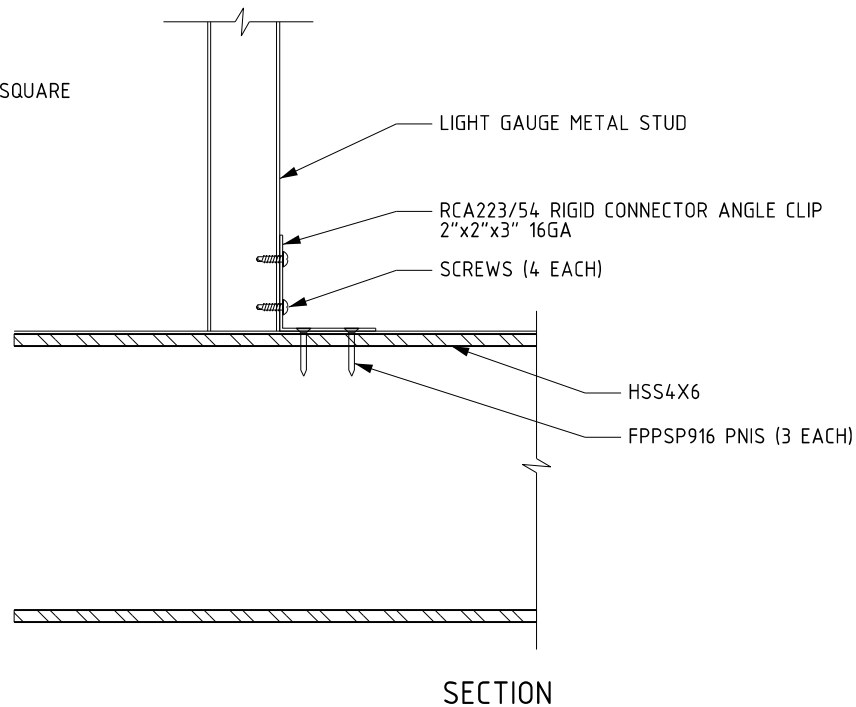
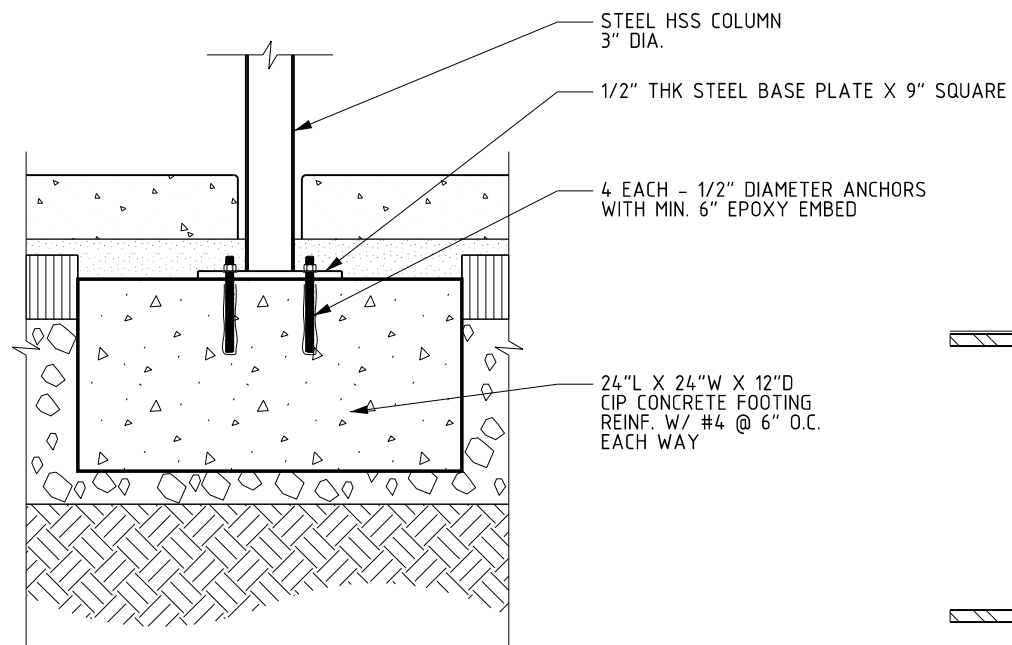
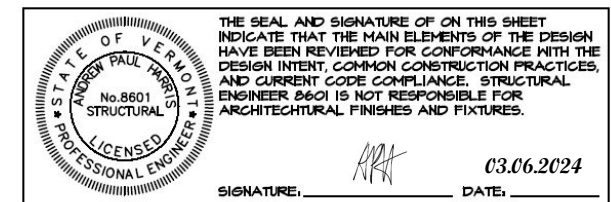
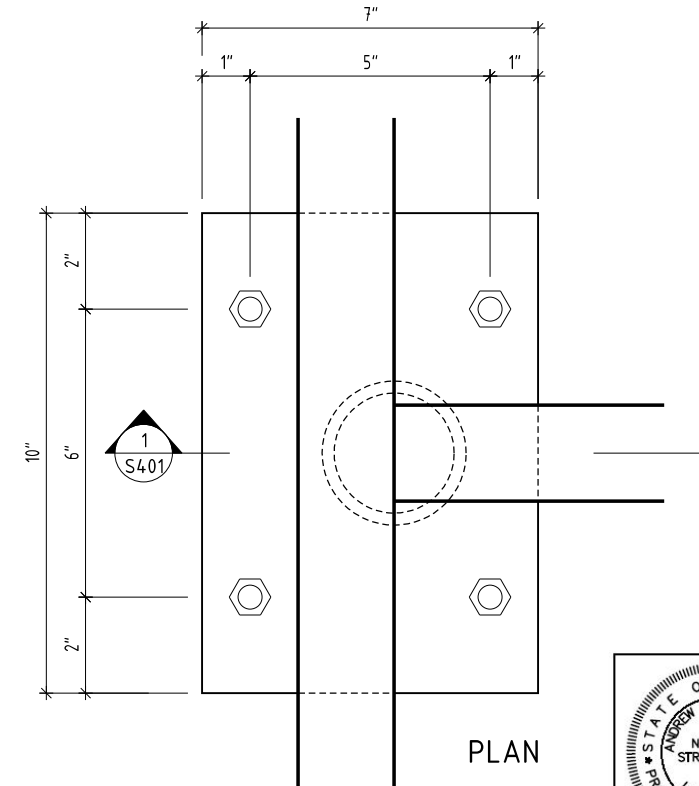
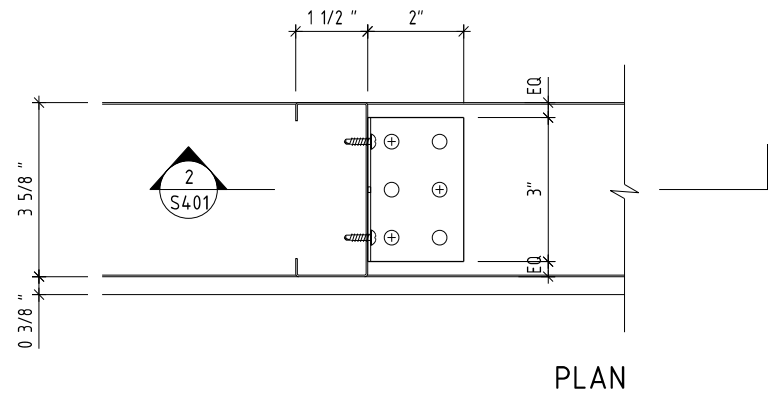


ELEVATION

3 CONNECTION DETAIL BETWEEN CANOPY UNTS
SCALE: 3"=1'-0"

2 CONNECTION DETAIL TO KIOSK STRUCTURE BELOW
SCALE: 3"=1'-0"

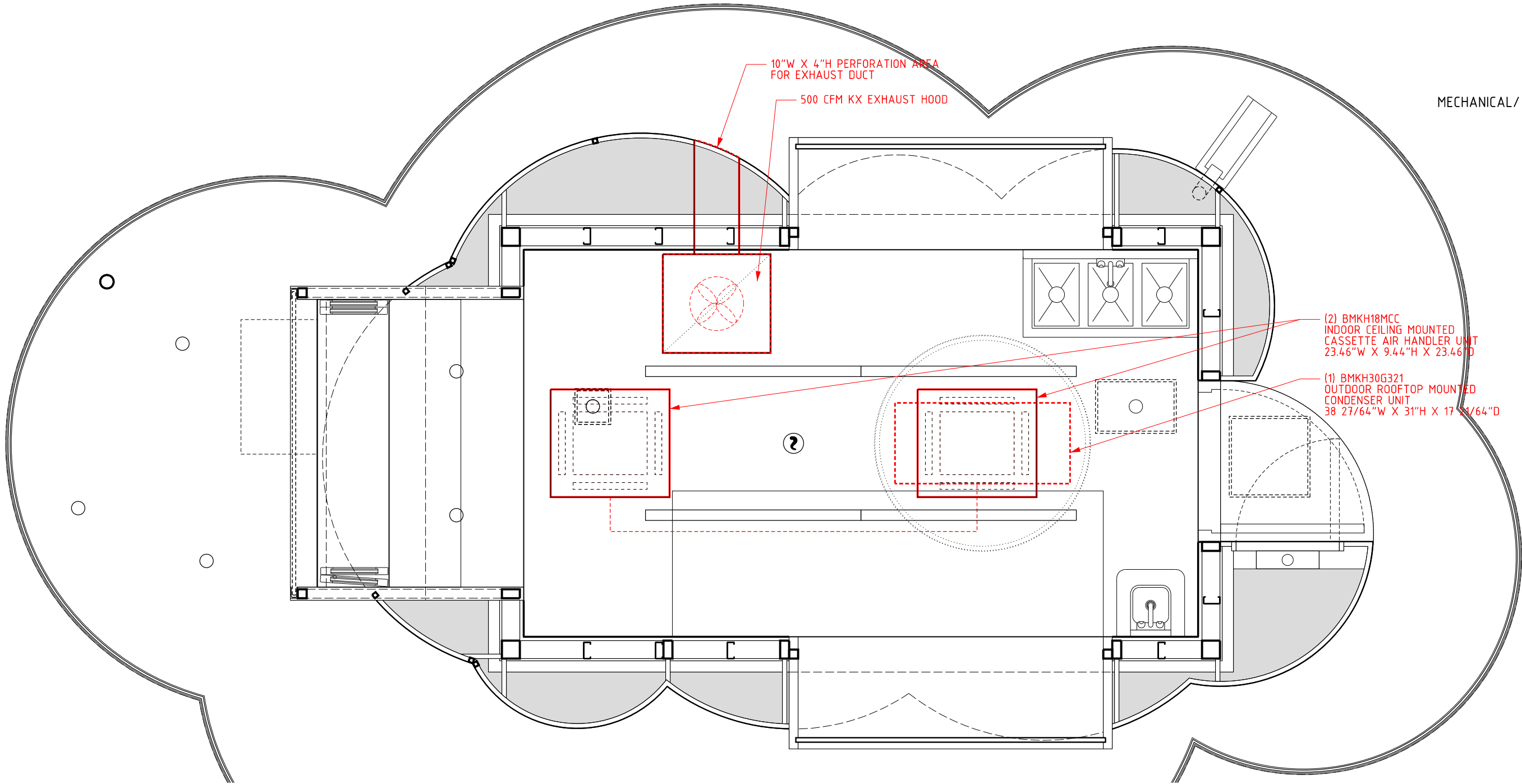
1 TEMPORARY RIGGING DETAIL
SCALE: 3"=1'-0"



3 STEEL COLUMN
FOUNDATION DETAIL
SCALE: 1"=1'-0"

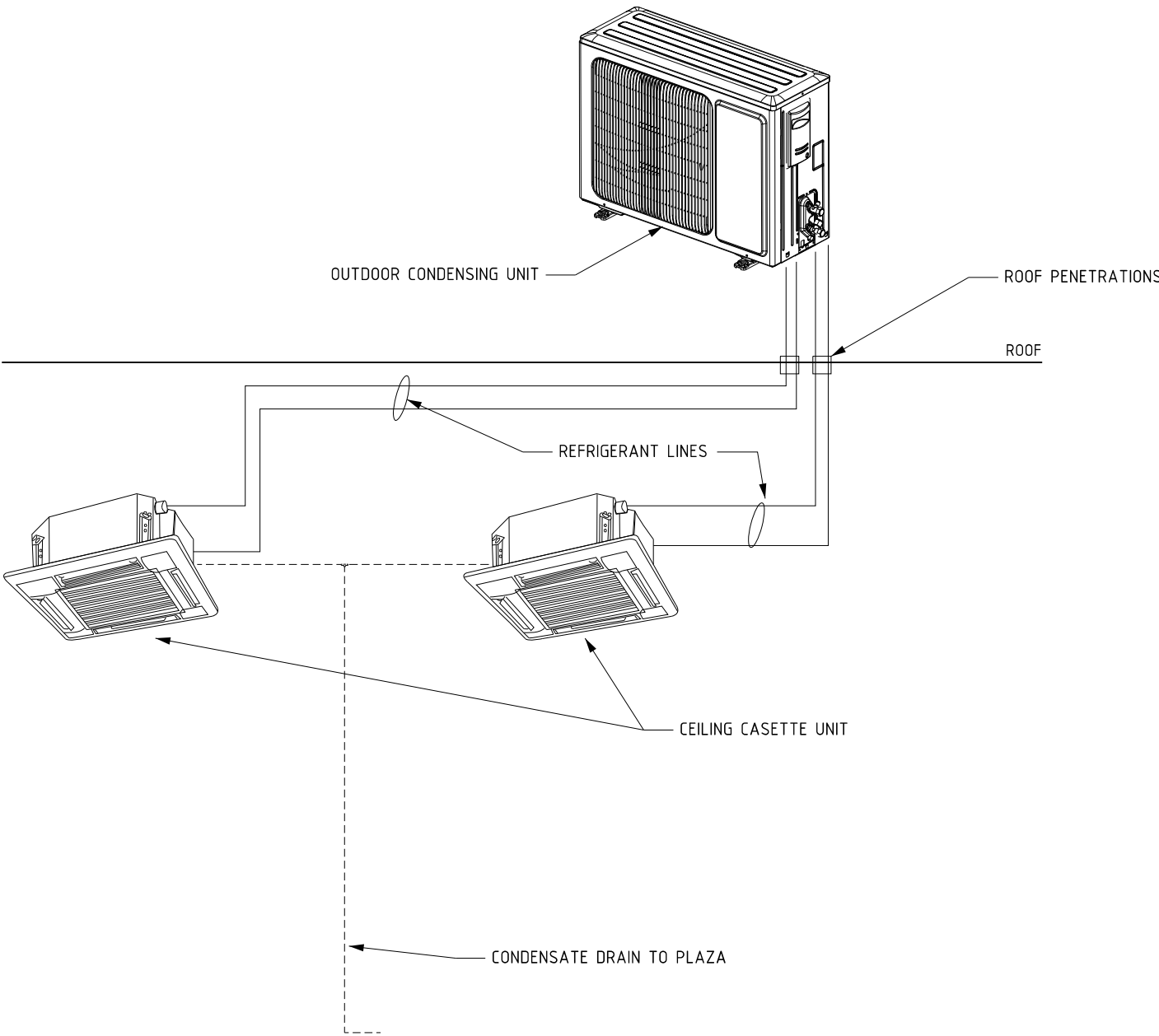
2 CONNECTION DETAIL
STUD TO STRUCTURE STEEL
SCALE: 3"=1'-0"

1 CONNECTION DETAIL
TO COLUMN BELOW
SCALE: 3"=1'-0"

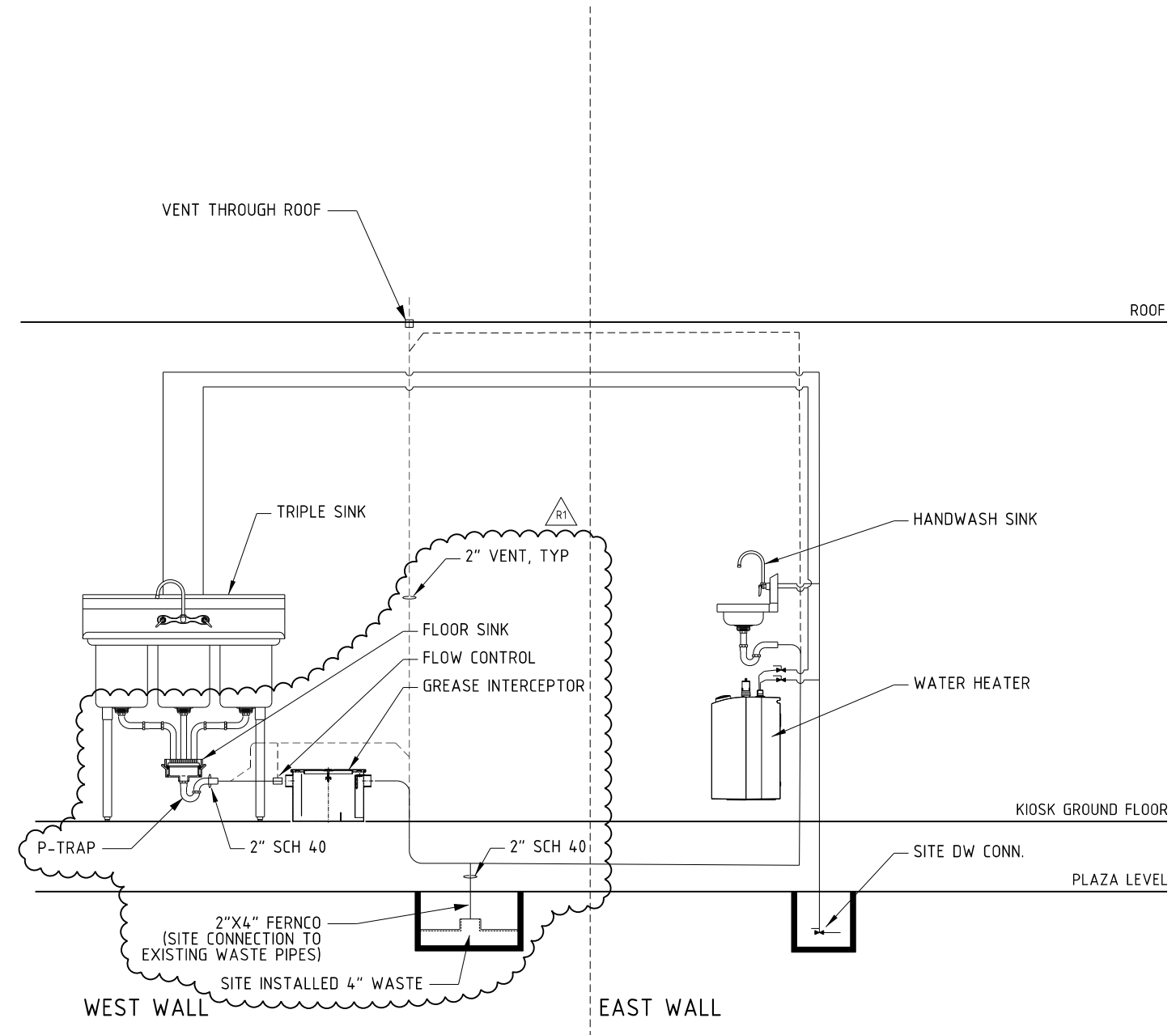


MECHANICAL EQUIPMENT SCHEDULE						
ITEM TAG	MODEL NUMBER	DESCRIPTION	VOLTAGE	F.L.A.	HP	CFM
EF-1	THOR KITCHEN TRH2406	EXHAUST HOOD	120V	3	$\frac{1}{2}$	500
AC-1	BLUERIDGE BMKH18MCC	CEILING AC CASSETTE	208V	5	1.4	N/A
AC-2	BLUERIDGE BMKH18MCC	CEILING AC CASSETTE	208V	5	1.4	N/A
OU-1	BLUERIDGE BMM18C	OUTDOOR UNIT	208V	18	5	N/A

PLUMBING EQUIPMENT SCHEDULE						
ITEM TAG	MODEL NUMBER	DESCRIPTION	VOLTAGE	F.L.A.	HP	GPH / CAPACITY
K	REGENCY 600S31014X	TRIPLE COMPARTMENT SINK	N/A	N/A	N/A	N/A
L	STEELETON 522HS1216S	HANDWASH SINK	N/A	N/A	N/A	N/A
P	STIEBEL ELTRON 235089	WATER HEATER	120	11.3	N/A	6GAL
Q	ZURN GT700-4	14# GREASE INTERCEPTOR	N/A	N/A	N/A	4GPM



HVAC RISER DETAIL



PLUMBING RISER DETAIL

ELECTRICAL SYMBOLS			
	DUPLEX RECEPTACLE 18" AFF UON		ELECTRIC LOCK
	DOUBLE DUPLEX RECEPTACLE 18" AFF UON		MOTOR LOCATION
	GFCI RECEPTACLE 18" AFF UON		ELECTRICAL PANEL
	SPECIAL RECEPTACLE (SEE NEMA #)		HOME-RUN TO PANEL (PP= PANEL NAME; # = CIRCUIT #)
	WALL-MOUNTED J-BOX (SEE HEIGHT AFF)		
	SINGLE POLE SWITCH		TEMPERATURE CONTROL
	MOTOR CONTROL SWITCH		PHOTOCELL SWITCH
	RAISE / LOWER SWITCH		CEILING MOUNTED SMOKE DETECTOR

E
ELECTRICAL

ITEM NUMBER	EQUIPMENT LIST	PLUG TYPE	ITEM NUMBER	EQUIPMENT LIST	PLUG TYPE
A	COUNTERTOP STEAMER	J-BOX	I	REACH-IN FREEZER	5-15
B	2 BURNER ELECTRIC HOTPLATE	J-BOX	J	UNDERCOUNTER FREEZER	5-15
C	RANGE HOOD	J-BOX	M	ESPRESSO MACHINE	J-BOX
D	FOOD WARMER	5-15	N	ESPRESSO GRINDER	5-15
E	SOUP WARMER	5-15	O	DRIP BREWER	5-15
G	UNDERCOUNTER FRIDGE	5-15	P	WATER HEATER	5-15
H	REACH-IN FRIDGE	5-15			

DESIGN-BUILD
RENZ + E | WADE AND LETA
STUDIO SEO
HARRIS STRUCTURAL ENGINEERING
ADDRESS
50 MEADOW ST. BROOKLYN NY 11206

PROJECT NUMBER
2308CHP
CLIENT
BURLINGTON CEDO

PROJECT NAME
CITY HALL PARK KIOSK
PROJECT ADDRESS
CITY HALL PARK, BURLINGTON, VT 05401

DRAWING TITLE
ELECTRICAL PLAN - FIRST FLOOR
DATE
3/6/2024
SCALE
1/2" = 1'-0"

DRAWING NO.
E-100.0

		208Y/120V														BUS: 200 AMP							
		BURLINGTON CHP KIOSK				3Ø-4W				PP-1										MAIN: 200 AMP CB			
ITEM NUMBER		LOAD SERVED	WIRE SIZE	TRIP	POLE	LOAD IN kVA						POLE	TRIP	WIRE SIZE	LOAD SERVED		ITEM NUMBE R						
						ØA		ØB		ØC													
A	1	COUNTERTOP STEAMER	3#8+G - BX	30	3	3.58	2.35					2	30	3#8+G - BX	ESPRESSO MACHINE	2	M						
							3.58	2.35			4												
						5					3.58					2.71			6	O			
P	7	WATER HEATER	2#12+G - BX	20	1	1.36	2.71					2	30	3#8+G - BX	DRIP BREWER	8							
B	9	2-BURNER HOTPLATE	3#8+G - BX	30	2			2.26	1.87			2	25	3#8+G - BX	MINI-SPLIT HVAC UNIT	10							
	11								2.26	1.87	12												
C	13	RANGE HOOD	2#12+G - BX	20	1	0.6	2.26					2	30	3#8+G - BX	2-BURNER HOTPLATE	14	B						
	15	ROLL-UP DOOR	2#12+G - BX	20	1			0.42	2.26							16							
	17	P.O.S. SYSTEM	2#12+G - BX	20	1					1.6	0.6	1	20	2#12+G - BX	FOOD WARMER	18	D						
G	19	UC REFRIGERATOR	2#12+G - BX	20	1	0.62	0.34					1	20	2#12+G - BX	SOUP WARMER	20	E						
J	21	UC FREEZER	2#12+G - BX	20	1			0.16	0.84			1	20	2#12+G - BX	ESPRESSO GRINDER	22	N						
	23	INTERIOR LIGHTING	2#12+G - BX	20	1					0.24	0.18	1	20	2#12+G - BX	UPRIGHT REACH-IN FRIDGE	24	H						
	25	EXTERIOR DOWNLIGHTS 	2#12+G - BX	20	1	0.18	0.18					1	20	2#12+G - BX	UPRIGHT REACH-IN FREEZER	26	I						
	27	OUTLETS	2#12+G - BX	20	1			0.18	0.18			1	20	2#12+G - BX	EXTERIOR LIGHTING LED STRIP 	28							
	29	OUTLETS	2#12+G - BX	20	1					0.18	0.18	1	20	2#12+G - BX	OUTLETS	30							
	31	OUTLETS	2#12+G - BX	20	1	0.18	0.18					1	20	2#12+G - BX	OUTLETS	32							
	33	OUTLETS	2#12+G - BX	20	1			0.18	0.18			1	20	2#12+G - BX	OUTLETS	34							
	35	OUTLETS	2#12+G - BX	20	1					0.18	0.18	1	20	2#12+G - BX	OUTLETS	36							
	37	SPARE		20	1	0	0					1	20		SPARE	38							
	39	SPARE		20	1			0	0			1	20		SPARE	40							
	41	SPARE		20	1					0	0	1	20		SPARE	42							
LOAD PER PHASE						14.54		14.46		13.76													
TOTAL:								42.76 kVA				~168 AMPS											

Exhibit D:
City Hall Park As-Built Drawing, 2021

Exhibit E:

Site Photos: Existing Conditions and 2020 Park Construction









Chemical Tanks Plumbing (below location of Kiosk)



Connection to SMH #1



Backfilling



Nozzle Plumbing, Tanks, and Structures



Nozzle Plumbing



Wi-Fi Conduit to NW Ellipse LPB

Attachment B:
Contractor's Bid Form dated April 26, 2024

Brothers Corporation

April 26, 2024

Zachary Nersinger
Senior Projects & Policy Specialist for Community Works
Community & Economic Development Office (CEDO)
Email: znersinger@burlingtonvt.gov

Re: Letter of Interest
Site Work and Utility Connections for the City Hall Park Kiosk

Dear Zachary,

We are writing to express our interest in the Site Work and Utility Connections for the City Hall Park Kiosk project in Burlington, VT.

We have reviewed the project documents and believe that our expertise and dedication will be a valuable asset to achieving another successful and high-quality project for the City of Burlington.

Thank you for considering us as your construction partner and we look forward to the opportunity of working with you.

Please feel free to contact us at your convenience.

Sincerely,



Scott D. Ireland
President

BID FORM

PROJECT: CITY HALL PARK KIOSK SITE WORK (CITY OF BURLINGTON, VT)

Contractor: <u>S.D. Ireland Brothers Corp</u>	Address: <u>P.O. Box 2286</u>
Contact: <u>Tyson Chouinard</u>	City/State/ZIP: <u>South Burlington, VT 0540</u>
Email: <u>tchouinard@sdireland.com</u>	Telephone: <u>802-863-6222</u>
Estimated Start Date: <u>5/6/2024</u>	Estimated End Date: <u>5/28/2024</u>

Contract Documents: In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the *City Hall Park Kiosk project* in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

Independence of the Bid: By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Project Time: BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within the date of Substantial Completion as set forth in the Contract Documents.

Bid Duration: This Bid shall be good for 60 days from time of opening.

BASE BID

The Bidder acknowledges the inclusion of the following items with this bid:

- **Exhibit A: Contractor's Scope of Work: Plans and Specification**
- **Exhibit B: Draft Contract**
- **Exhibit C: Burlington Standard Contract Conditions**
- **Exhibit D: Burlington Livable Wage Ordinance Certification**
- **Exhibit E: Burlington Union Deterrence Ordinance Certification**
- **Exhibit F: Kiosk Construction Documents**

NOTE: This project is TAX EXEMPT. Prices quoted shall not include sales tax.

Base Bid:

ITEM	UNIT	SUBTOTAL
Kiosk Site Work	Lump Sum	\$197,500.00

Add Alternates:

ITEM	UNIT	SUBTOTAL
Power Pedestal & Conduit for Event Power (C1.1)	Lump Sum	\$10,000.00
2 Inch Conduit for Data/Internet from Existing Communications Ground Vault (C1.0)	Lump Sum	\$10,000.00

Contractor Name: S.D. Ireland Brothers Corporation**Signature:** **Date:** 4/25/24

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

I, Scott D. Ireland, on behalf of
S.D. Ireland Brothers Corporation (Contractor) and in connection with the
City Hall Park Kiosk Site Work
[project], hereby certify under oath that (1) Contractor shall comply with the City of
Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering
into this contract or grant, Contractor confirms that the services provided under the above-
referenced contract will be performed in the United States or Canada.

Dated at Williston, Vermont this 25 day of April, 2024

By: 
Duly Authorized Agent Scott D. Ireland, President

Subscribed and sworn to before me: 
Notary Exp. 1/31/25
157.0009953

Brothers Corporation**Site Work and Utility Connections for the City Hall Park Kiosk**

S.D. Ireland Brothers Corporation has been in business since 1995 and has extensive experience in all aspects of site related work ranging from \$25,000 jobs to \$10,000,000 jobs. Owners, Scott and Stephen Ireland have been successfully running S.D. Ireland Companies since the early 1980's. With over 150 pieces of late model Caterpillar heavy construction equipment and a highly trained and experienced workforce, S.D. Ireland Brothers welcomes all challenges in the heavy construction industry.

Work History:

1. S. D. Ireland Brothers Corporation was the General Contractor on the City Hall Park Reconstruction project. The project began on 7/19/19 and was completed on 10/16/20.

Client: City of Burlington Dept. of Public Works 645 Pine St, Suite A Burlington, VT

2. S. D. Ireland Brothers Corporation was the General Contractor on the St. Paul Street Improvements project. The project began in August 2019 and was completed in December 2019.

Client: City of Burlington Dept. of Public Works 645 Pine St, Suite A Burlington, VT

3. S.D. Ireland Brothers is currently working on the City Place project in Burlington, VT. This project has been ongoing since August of 2022 and is expected to be completed by 2026.

Client: City Place Partners, LLC 110 Main Street, Suite 2B Burlington, VT 05401

Kerri Germain

From: Kerri Germain
Sent: Friday, April 12, 2024 2:41 PM
To: Larry Lackey
Cc: Scott Ireland; John Magnus
Subject: S.D. Ireland Prequalification Applications
Attachments: CONCRETE Prequalification Submission 4.12.24.pdf; BROTHERS Prequalification Submission 4.12.24.pdf

Good afternoon Larry,
Please see the attached City of Burlington Prequalification Applications for S.D. Ireland Brothers and S.D. Ireland Concrete. If you have any questions, please feel free to reach out to Scott Ireland.
Thank you,
Kerri

Kerri L. Germain
Office Manager



P.O. Box 2286
South Burlington, VT 05407
Ph: 802-863-6222 Ext. 292

Check us out online at www.sdireland.com



BURLINGTON INTERNATIONAL AIRPORT

Burlington International Airport
1200 Airport Drive, Suite 1
South Burlington, VT 05403

April 16, 2023

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

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

S.D. Ireland Brothers Corporation:

After review of your Prequalification of Construction Contractors Application, your company is considered QUALIFIED to bid projects for the City of Burlington and Burlington International Airport within your company's field of services and financial capabilities. This Prequalification is valid for a period of one year and will expire on April 15, 2024.

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

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

If you have any questions, please give me a call at 802-863-2874.

Thank you for your interest in Burlington International Airport.

Sincerely,

A handwritten signature in blue ink, appearing to read "Nic Longo", is written over a faint, circular blue stamp or watermark.

Nic Longo, Director of Aviation

Attachment C:
Burlington Standard Contract Provisions For Contractors

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

- 1. REGISTRATION:** The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.
- 2. INSURANCE & INDEMNIFICATION:** The insurance and indemnification provisions set forth in Attachment C-1 are incorporated by this reference as though fully set forth. Any provisions of this Contract for indemnification, defense, release of liability, or warranty, shall survive termination hereof.
- 3. CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its subcontractors, if any.
- 4. PERSONNEL REQUIREMENTS AND CONDITIONS:** A Contractor shall employ only qualified personnel with responsible authority to supervise the work. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

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

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

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

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

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

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

The City shall provide the land and/or construction easements for the land upon which the Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

9. **PROTECTION OF PROPERTY:**

- A. **In General:** Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.

B. Underpinning and Shoring: Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.

C. Damage to Utilities: Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the city department, utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

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

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

12. APPEARANCES:

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

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

The Contractor further agrees to participate in meetings with the City and any other

interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Contract.

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

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

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

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

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

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

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

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

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

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

17. CHANGE ORDERS & AMENDMENTS: No changes or amendments to the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Contractor. All changes affecting the Project's construction cost, length of time, or modifications of the terms or conditions of the Contract, must be authorized by means of a written Contract Change Order which is mutually agreed to by the City and Contractor. The Contract Change Order will include extra Work, Work for which quantities have been altered from those shown in the Bid Schedule, as well as decreases or increases in the quantities of installed units from those shown in the Bid Schedule because of final measurements. All changes must be recorded on a Contract Change Order (which form is part of these Contract Documents) and fully executed before they can be included in a partial payment estimate. Changes for Work, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.

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

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

The City may suspend the work or any portion thereof for a period of not more than ninety

(90) days at its discretion or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension.

19. PUBLIC HEALTH EMERGENCY:

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

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

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

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

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

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

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

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

3. Actual Cost. By amounts determined on the basis of actual costs incurred, as distinguished from forecasted expenditures.

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

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

- 22. FAILURE TO COMPLY WITH TIME SCHEDULE:** If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.
- 23. RETURN OF MATERIALS:** Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.
- 24. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or any performance or payment bond.
- 25. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed in the course of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any

time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

- 26. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractor under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 27. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 28. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, electronic data media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and any time within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, subcontractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.
- 29. WARRANTY:** In addition to any warranty provided by the manufacturer or distributor, Contractor guarantees the Work performed, and all materials or equipment furnished, to be free from defects in material and workmanship for a minimum period of one (1) year from the date of the City's acceptance of completion. The Contractor's warranty is not intended and

shall not be interpreted as a limitation upon the City's rights or a waiver of manufacturer and distributor warranties, any subcontractor warranties, or any other warranties provided in connection with the Work.

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

This warranty of material and workmanship applies only:

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

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

If the Contractor is unable, after receipt of two (2) written notices given to Contractor by the City, to successfully repair or replace the labor, equipment, or materials within six (6) months of the second notice, then the District's repair and replace warranty shall be deemed to have failed and the City's rights and remedies shall not be limited by the provisions of this section.

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

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

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

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

- i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 18-20.

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

- ii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iii. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and

damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.

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

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

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

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

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

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

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

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

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

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

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

41. CONTINUING OBLIGATIONS: The Contractor agrees that if because of death, disability, or other occurrences, it becomes impossible to effectively perform its services in compliance with the Contract, neither the Contractor nor its surviving members shall be relieved of their obligations to complete the Contract unless the City agrees to terminate the Contract because it determines that the Contractor is unable to satisfactorily execute the Contract.

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

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

44. RELATIONSHIP: The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor understands and agrees that it and its

principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

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

- 45. CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract, notwithstanding conflicts of law principles. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.
- 46. JURISDICTION:** All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.
- 47. BINDING EFFECT AND CONTINUITY:** This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.
- 48. SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract or the Contract Documents shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.
- 49. ENTIRE CONTRACT & AGREEMENT:** This Contract, including the Contract Documents, constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.
- 50. APPENDICES:** The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.

51. NO THIRD PARTY BENEFICIARIES: This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

52. WAIVER: Notwithstanding the passage of time, a Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Attachment C-1:
Insurance and Indemnification

Attachment C-1 Insurance & Indemnification

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

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

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

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

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

Coverage limits shall not be less than:

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

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

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

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

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

D. Umbrella/Excess Liability:

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

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

INDEMNIFICATION: Contractor shall hold harmless, indemnify, and defend the City and its officers, employees, agents, successors, and assigns (collectively, the "Indemnitees") from and against all claims, causes of action, lawsuits, damages, liabilities, liens, penalties, fines, and costs (including attorneys' fees and costs) of every kind and nature whatsoever (collectively, "Claims") arising from or relating to this Contract or Contractor's operations hereunder, excepting any Claims arising from the City's own gross negligence or willful misconduct. Contractor's indemnification and defense obligations shall survive termination of this Contract, and Contractor shall ensure that any subcontract for work under this Contract requires the subcontractor to satisfy the same indemnification and defense obligations in favor of the Indemnitees.

Attachment D:
Burlington Livable Wage Ordinance Certification

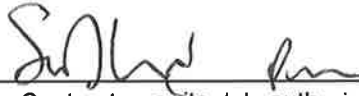
Certification of Agreement to Comply with the City of Burlington's Livable Wage Ordinance

I, Scott D. Ireland, on behalf of S.D. Ireland ("the Contractor"), in connection with a contract for City Hall Park Kiosk Site Work
Ireland Brothers Corporation

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

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Full-time employees are entitled to 12 days of paid time off per year; and
 - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;
 - (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$17.44 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$18.59 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: 4/25/24

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

Subscribed and sworn to before me:

Date: 4/25/24


Notary Public Exp. 1/31/25
157.0009953

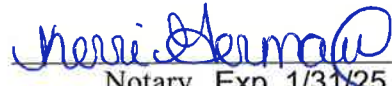
Attachment E:
Burlington Outsourcing Ordinance Certification

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

I, Scott D. Ireland, on behalf of
S.D. Ireland Brothers Corporation (Contractor) and in connection with the
City Hall Park Kiosk Site Work
[project], hereby certify under oath that (1) Contractor shall comply with the City of
Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering
into this contract or grant, Contractor confirms that the services provided under the above-
referenced contract will be performed in the United States or Canada.

Dated at Williston, Vermont this 25 day of April, 2024

By: 
Duly Authorized Agent Scott D. Ireland, President

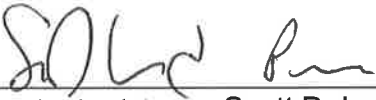
Subscribed and sworn to before me: 
Notary Exp. 1/31/25
157.0009953

Attachment F:
Burlington Union Deterrence Ordinance Certification

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

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

Dated at Williston, Vermont this 25 day of April, 2024

By: 
Duly Authorized Agent Scott D. Ireland, President

Attachment G:
Contractor's Certificate of Insurance & Endorsements

Resolution Relating to

RESOLUTION 7.10

Sponsor(s): Bd. Of Finance

Introduced: 05/01/23

Referred to: _____

Action: adopted

Date: 05/01/23

Signed by Mayor: 05/10/23

REQUEST FOR \$2 MILLION OF ARPA FUNDS TO BUILD
OR IMPROVE COMMUNITY

INFRASTRUCTURE/COMMUNITY GATHERING SPACES

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

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

1 That WHEREAS, In the American Rescue Plan of 2021 (ARPA), Congress has allocated \$27.3 million to
2 Burlington for COVID recovery funds; and

4 WHEREAS, those funds have been readily deployed in the past two years to address the pandemic
5 response, revenue replacement, the economic recovery, housing and homelessness, and support of the City's
6 non-profit organizations; and

8 WHEREAS, the City launched a citywide ARPA funds survey which has just under 4,000 respondents,
9 including BIPOC community members, strongly supported community infrastructure to enjoy food, music,
10 gathering and more; and

12 WHEREAS, Kara Alnasrawi, Director of Business & Workforce Development; Doreen Kraft, Director
13 of Burlington City Arts; Cindi Wight, Director of Parks, Rec & Waterfront; Mary Danko, Director of Fletcher
14 Free Library, and Brian Pine, Director of CEDO have worked to identify projects located throughout the City,
15 which will improve existing, or building new, community spaces;

17 NOW, THEREFORE, BE IT RESOLVED that to improve and create, as described above and in the
18 attached memo, City community infrastructure, the City Council approves the allocation of \$2 million of
19 ARPA funds, subject to the approval of expenditures by the CAO pursuant to the City's spending policies, as
20 follows:

- 21 · New North End
 - 22 ○ \$250,000, Redstone Cottage Community Space
 - 23 ○ \$50,000, Upgrades to Fletcher Free Library's Satellite Location
- 24 · Old North End
 - 25 ○ \$250,00, Roosevelt Park Pavilion
- 26 · South End
 - 27 ○ \$500,000, 405 Pine St. Community Room with Kitchen

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

....., 20.....

..... Clerk

Approved....., 20.....

..... Mayor

Vol. Page

* * * * *

Resolution Relating to

**REQUEST FOR \$2 MILLION OF ARPA FUNDS TO BUILD OR IMPROVE COMMUNITY
INFRASTRUCTURE/COMMUNITY GATHERING SPACES**

- 28 · Downtown
- 29 ○ \$300,000, City Hall Park Kiosk
- 30 · Waterfront
- 31 ○ \$600,000, Expanded Waterworks Park Connections & Amenities
- 32 · Contingency
- 33 ○ \$50,000.
- 34
- 35
- 36

37 KA/Resolutions 2023/REQUEST FOR \$2 MILLION OF ARPA FUNDS TO BUILD OR IMPROVE COMMUNITY
38 INFRASTRUCTURE/COMMUNITY GATHERING SPACES
39 May 1, 2023

* * * * *

DISTRIBUTION:

I hereby certify that this resolution
has been sent to the following
department(s) on

Kara Alnasrawi
Samantha Dunn

* * * * *

ORIGINAL

RESOLUTION RELATING TO

Request For \$2 Million Of ARPA Funds To Build Or Improve Community
Infrastructure Community Gathering Spaces

Adopted by the City Council

May 1, 2023

Clerk

Approved: 5/10/23
Mayor

Vol. Page

Attest:

Lori Olberg
Licensing, Voting & Records Coordinator

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Samantha Dunn
City Hall Park Kiosk Site Work Contract and ARPA Community Infrastructure budget
Title/Subject: neutral budget amendment

	Approval:	Meeting Date:
☒	Board of Finance	5/13/2024
☒	City Council	5/20/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/1/2024	Brian Pine Kara Alnasrawi
Mayor's Office informed and approved memo	Yes	5/7/2024	Joe Magee
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	5/2/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	4/30/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	5/2/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Yes	May 1, 2023 ARPA Community Infrastructure Resolution
Draft Resolution or Motion?	Yes	Within the memo
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

MEMORANDUM

TO: Board of Finance/City Council

FROM: Caleb Manna, Excavation Inspector, Department of Public Works

DATE: May 13th, 2024

CC: Norman Baldwin, P.E., Assistant Director of Public Works/City Engineer
Chapin Spencer, Director of Public Works.
Erik Ramakrishnan, Assistant City Attorney
Katherine Shad, Chief Administrative Officer

RE: Vermont Gas Systems Franchise Agreement

Request

The City of Burlington (City) and Vermont Gas Systems Inc. (VGS) are requesting approval to enter into a Franchise Agreement authorizing use of the public right of way for gas utility infrastructure operations and services.

The authority to require payment of franchise fees for companies enjoying the privilege of occupying city owned right-of-way space for profit, resides in Chapter 27-122 *Franchise Fees*, section (a) of Burlington City Ordinance, and City Charter 48 (XL).

Overview

The City of Burlington and VGS entered into an agreement in 1985 granting use of the public right of way for excavations related to gas utility operations. At that point in time the natural gas system network in Burlington was relatively new and rapidly expanding, resulting in more excavations than anticipated under the agreement.

The agreement was renegotiated in 1993 at the request of the City and was extended for a thirty year term via City Council resolution. The revised agreement established a fee schedule for annual payment in lieu of excavation permit fees and franchise fees. Payment collected annually from this agreement was allocated to the Street Capital Fund to recoup damage cost in street maintenance and repair.

This long-standing agreement expired on June 30, of 2023. Since that time, City staff and representatives from VGS have been involved in ongoing negotiations in forming conditions of a new agreement.

Initially, City staff requested a franchise payment of 2.5% gross revenue as defined in BCO Ch. 27-122(a), section (2) for services such as natural gas, with established service rates on a cost-of-service basis.

VGS indicated a 2.5% annual gross revenue payment to the City would result in \$3.6 million yearly payments. A drastic increase to cost-of-service would add significant rate pressure to customers, and could be detrimental to VGS efforts to decarbonize affordably. Comparatively, VGS provided \$92,367.26 in compensation to Street Capital during the final year of the prior agreement.

Following discussions, VGS provided a counter offer of \$200,000 annual payments starting in FY 25, with annual adjustment for inflation by “Consumer Price Index- U-All Items Northeast Region” for the remaining term. For FY24, a prorated amount of \$32,800 will be assessed in addition to the sums of money already collected for the current fiscal year.

A ten-year term is proposed for this agreement, yielding a projected total increase of over \$2 million collected from FY24-FY33, to the General Fund. Staff averaged the last five years of CPI data to estimate additional percent increases to the fee structure, to be applied after the three year cost escalation up to the \$200,000 benchmark. Final amount of annual compensation will be based on CPI inflation metrics, and subject to change year to year.

Over the past decade, the City received a total of \$868,837.26 in compensation to Street Capital. Over the next ten years, estimates predict a \$2,049,587.12 increase payable to the General Fund, yielding a \$1,180,749.86 overall increase from previous net revenue.

A comparable right-of-way payment from VGS to Vermont Electric Company (VELCO) was used to establish the baseline payments for the proposed agreement. The proposed fee schedule is higher than all but one of the other utilities’ franchise fee payments to the City.

Company Name	Amount Collected in FY24
Burlington Electric Company	\$1,199,169.27
<i>Vermont Gas Systems</i>	<i>\$100,000 anticipated</i>
Burlington Public Works Water Resources	\$48,286.67
Burlington Telecom	\$42,722.21
Vermont Telephone Co. (VTEL)	\$27.76

Unlike the recently expired VGS/City agreement, this proposed agreement also calls for a “pay as you go” excavation permit fee structure, meaning VGS will be required to submit excavation permits to the City Excavation Inspector, and will be subject to the annually adjusted square foot use disturbance fee established in Burlington City Ordinance Ch. 27-30. Fees collected from excavation permits go to the Street Capital Fund.

An Equal Opportunity Employer

This material is available in alternative formats for persons with disabilities. To request an accommodation, please call 802.863.9094 (voice) or 802.863.0450 (TTY).

As of today, the natural gas system network is largely built out in Burlington, with a focus on maintenance and repair rather than installation of new gas mainlines. VGS has also switched to directional drilling methods for new installations. Because of this, VGS has reduced the number of overall excavations performed in city right-of-way, reducing the need for compensation to Street Capital Fund.

Recommendation

The Department of Public Works is supportive of entering into this proposed Franchise Agreement between Vermont Gas Systems and the City.

Thank you for consideration of this request, please do not hesitate to contact me directly at CManna@burlingtonvt.gov or 802-865-7562.

Attachment

- A. 1993 Resolution and Franchise/Express Agreement
- B. 2024 Agreement between City and VGS
- C. VGS Franchise Fees

Motions:

Board of Finance:

“To approve the Franchise Agreement between the City and Vermont Gas Systems Inc., in order to execute a new agreement through June 30, 2034, granting use of the City right-of-way for utility infrastructure and annual payments of franchise fees as detailed in the agreement; and, to recommend the Mayor to execute the Franchise Agreement in substantial conformity with the Agreement attached—subject to approval by the City Attorney’s Office—on behalf of the City of Burlington.”

City Council:

“To approve the Franchise Agreement between the City and Vermont Gas Systems Inc., in order to execute a new agreement through June 30, 2034, granting use of the City right-of-way for utility infrastructure and annual payments of franchise fees as detailed in the agreement; and, to authorize the Mayor to execute the Franchise Agreement in substantial conformity with the Agreement attached—subject to approval by the City Attorney’s Office—on behalf of the City of Burlington.”

Resolution Relating to

AUTHORIZATION FOR EXECUTION OF AGREEMENT
WITH VERMONT GAS SYSTEMS, INC.

RESOLUTION

Sponsor(s) Councilor
Aswad

Introduced: _____

Referred to: _____

Action: Passed

Date: 8/23/93

Signed by Mayor: _____

Attachment A

CITY OF BURLINGTON

In the year One Thousand Nine Hundred and Ninety-three
Resolved by the City Council of the City of Burlington, as follows:

WHEREAS, on December 18, 1985 the City and Vermont Gas
That Systems, Inc. (VGS) executed an agreement relating to
excavations by VGS within the City of Burlington street system;
and

WHEREAS, because of the level of excavations by VGS the
City requested to renegotiate the terms of the agreement; and

WHEREAS, as a result of negotiations between the parties a
new agreement has been prepared which, among other things,
increases the base annual payment by VGS to the City from
\$45,000.00 to \$56,000.00 subject to annual escalation in
accordance with the Consumer Price Index but subject to a 5%
annual adjustment; and

WHEREAS, the term of the agreement shall be 30 years
dating from July 1, 1993;

NOW, THEREFORE, BE IT RESOLVED that with the prior
approval of the Board of Finance the Honorable Mayor Peter
Brownell be and hereby is authorized to execute the agreement
to be dated August 24, 1993 on behalf of the City as per the
terms and conditions of such agreement.

lb\jem\RES\VTGASAGREE
8/17/93

*See earlier agreement
dated Dec. 18, 1985
in Public Works
K #1 file*

*See Joe's file
at So. Union St*

AGREEMENT

This Agreement dated August 24, 1993, is made by and between Vermont Gas Systems, Inc. ("Utility") and the City of Burlington, Vermont, acting by and through the City Council (the "City").

PRELIMINARY STATEMENT.

This Agreement shall be referred to herein as the "Agreement."

The Utility has a Charter, statutory authority and certificates of public good, authorizing it to provide gas service within Burlington. The City claims that the provisions of Section 48(XL) of the Burlington City Charter provide the City with the jurisdiction and authority to impose a Street excavation fee upon the Utility.

In this Agreement, the City agrees to assist the Utility in the expeditious completion of its future excavations, in consideration of the payment of certain sums of money to the City by, and certain other undertakings made to the City by, the Utility. All capitalized terms used in this preliminary statement shall have the meanings assigned thereto in Section 1.

This Agreement is not intended to address issues regarding property tax lawfully assessed by the City upon the Utility. Payments made under the terms of this Agreement shall have no effect upon, and shall not be affected by, imposition or collection of lawfully assessed property tax.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the Utility and the City hereby agree as follows:

SECTION 1. DEFINITIONS

1.01 "Agreement" shall mean this Agreement.

1.02 "Burlington" shall mean the geographic confines of the City of Burlington, Vermont.

1.03 "Charter" shall mean the Burlington City Charter, Act No. 298, Acts of 1949 as amended.

1.04 "City" shall mean the City of Burlington, Vermont, its City Council, and all political subdivisions of Burlington, Vermont, specifically including the Church Street Marketplace District and Marketplace District Commission.

1.05 A "Fiscal" year shall mean the twelve months which run from July 1 of a prior calendar year through June 30 of the stated calendar year -- e.g., Fiscal 1993, which began July 1, 1992, and ended June 30, 1993.

1.06 "Street" shall include the entire width between property lines of every way used for vehicular traffic and pedestrian travel which has become public by authority of the law, and such ways in public places other than highways as the public is permitted to use for vehicular and pedestrian traffic.

1.07 "Utility" shall mean Vermont Gas Systems, Inc., its successors and assigns.

1.08 "Percent Change" shall be the number determined according to Section 4.01(b)(1) of this Agreement.

SECTION 2. REPRESENTATION AND WARRANTIES

2.01 The City represents that it is duly organized, validly existing and in good standing under the laws of Vermont and has full power and authority to enter into this Agreement under the Charter and under the laws of Vermont.

2.02 The City represents that the persons executing and delivering this Agreement on the City's behalf are acting pursuant to proper authorization and that this

Agreement is the valid and binding obligation of the City, enforceable in accordance with its terms.

2.03 The Utility represents that it is a legally constituted entity, duly organized, validly existing and in good standing under the laws of Vermont, with full power and authority to enter into this Agreement.

2.04 The Utility represents that the persons executing and delivering this Agreement on behalf of the Utility are acting pursuant to proper authorization and that this Agreement is the valid and binding obligation of the Utility, enforceable in accordance with its terms.

SECTION 3. UNDERTAKINGS OF CITY

3.01 In consideration of the undertakings of the Utility set forth herein, the City hereby:

a. Agrees that the Utility can commence and complete excavations and installations in and above the Streets in Burlington without any payment to the City, or any district, department, commission, or other subdivision thereof, other than the payment provided under Section 4 of this Agreement and agrees to issue all permits required for said excavation and installation without further payment or condition.

b. Agrees that the City will use its best efforts to assist the Utility in the rapid inspection and completion of excavations within the Streets.

c. Agrees that, if the Utility makes reasonable efforts to complete an excavation within 15 days and reasonably informs the City that additional time is necessary to conclude its work, a reasonable extension shall be granted in writing, during which period the City shall offer any means of assistance legally available to effect such completion; it is understood that the City shall exercise judicious discretion

in reaching any decision to seek sanctions for alleged violations of these time provisions.

d. Without prejudice to either party's claims as to whether authorization is required, agrees that the Utility does not need to apply to the City Council for permission to install new mains which are less than one thousand linear feet long.

e. Agrees not to commence, apply for participation in, or to participate in, proceedings before the Vermont Environmental Commissions or Board, or the Vermont Public Service Board, or any court or other governmental forum, in relation to the Utility's excavation, use or occupation of Streets in Burlington.

3.02 In further consideration of the undertakings of the Utility set forth herein, the City agrees to accept the payments by the Utility specified in Section 4.01 of this Agreement as liquidated payments offered to and accepted by the City in full satisfaction, release and waiver of any losses, liabilities, claims, damages, rights or other entitlements that the City has had, now has or will have in respect of: (i) excavation fees and any other obligations arising out of the Utility's use or occupation of Streets in Burlington, including any additional use, occupation, excavation or patching fees, charges or claims arising out of any future use or occupation or future excavation of Streets in Burlington performed by the Utility; (ii) any fees due and payable from the Utility to the City pursuant to any provision, now or hereafter in effect throughout the term of this Agreement, of the Charter, or the Ordinances, Regulations or By-laws of the City in connection with the excavation of Streets in Burlington by the Utility, including any fees for Street excavation previously, presently or subsequently imposed by the Burlington City Council or ultimately set or established

in any judicial proceeding. The Utility and the City expressly agree that this Agreement, by providing for a liquidated payment of excavation claims, constitutes among other things an agreement as to the terms, conditions and regulations, including any sum of money that would be paid, for the use and occupation of the Streets in Burlington, within the meaning of Charter Section 48(XL) and Ordinance Section 27 as they are now in effect or hereafter amended, modified or altered, throughout the term of this Agreement.

3.03 In further consideration of the undertakings of the Utility herein, the City agrees to make its best efforts in facilitating the Utility's excavations of Streets in Burlington, and in locating the Utility's facilities outside the paved portion of the Streets in Burlington.

3.04 Further, the City agrees that the payments provided under Section 4.01 of this Agreement are in satisfaction of excavation fees claimed by the City as set forth in Section 3.02 above and that this Agreement constitutes an agreement in alteration and modification of any excavation ordinance requirement pursuant to §48(XL) of the Charter.

3.05 In further consideration of the undertakings of the Utility set forth herein, the City specifically covenants and agrees that the payments specified in Section 4.01 of this Agreement are in lieu of any other payments for the use or occupation of any Street in Burlington that may be required to be made, directly or indirectly, by the Utility to the City pursuant to any provision of the City's ordinances, the Charter or Vermont or federal law, and, specifically, the City acknowledges and agrees that such payments are in lieu of any excavation or other fees arising out of the Utility's use or

occupation of Streets in Burlington that might otherwise be payable under Vermont law or otherwise, after the execution of this Agreement.

3.06 In further consideration of the undertakings of the Utility set forth herein, the City also agrees that the Utility shall be entitled to maintain, repair, or replace pre-existing lines without change of depth. The City further agrees to arrive promptly for trench inspection purposes, and to accept the Utility's reasonable efforts to locate all existing Utility lines on maps prior to the issuance of excavation permits so long as generally accepted safety precautions are met, and otherwise to aid the Utility in order to expedite the Utility's work.

3.07 The City shall provide sufficient advance written notice of its annual pavement reconstruction schedule so that the Utility can make reasonable efforts to coordinate its pavement excavation as provided under Section 4.04 of this Agreement.

3.08 In further consideration of the undertakings set forth herein of this Agreement, the City shall use its best efforts to assist the Utility in the expeditious completion of all excavation throughout the term of this Agreement.

SECTION 4. UNDERTAKINGS OF UTILITY

4.01 In consideration of the undertakings of the City set forth herein, the Utility agrees to pay to the City as follows:

(a) \$56,000 annually for the thirty Fiscal years 1994 through 2023, adjusted according to the following subsection.

(b) Annually, beginning with determination of the annual payment due for Fiscal year 1995, the annual payment due shall be adjusted annually and fixed as follows:

- (1) Determination of "Percent Change." The "Consumer Price Index for All Urban Consumers (CPI-U): Selected Areas, all items index (1982-84=100)" table shall be consulted regarding "Northeast Urban, size C (50,000 to 500,000)" to determine the annual percent change between February of the current calendar year and the previous February. (If said index is discontinued, then reference shall be made to the "U.S. City average" set forth in the same table for the same period.)

The number so determined shall be the Percent Change, except that in the event that the Percent Change so determined exceeds "5.0" (or five percent), the Percent Change shall be limited to, and shall not exceed 5.0.

- (2) Annual Adjustment: The annual payment due for each Fiscal year beginning with Fiscal year 1995 shall be increased or decreased from the previous Fiscal year's annual payment due according to the Percent Change as annually determined in the preceding paragraph. The amount shall be rounded down to the highest dollar.

Examples:

Example 1: Determination of annual payment due for Fiscal year

X + 2: The annual payment due for Fiscal year X + 1 was \$1,000. The Percent Change from February X to February X + 1 was 4.3. Therefore, the annual payment due for

Fiscal year $X + 2$ will be \$1,043 (\$1,000, plus 4.3% of \$1,000).

Example 2: Determination of annual payment due for Fiscal year $X + 3$. The annual payment due for Fiscal year $X + 2$ was \$1,043. The Percent Change from February $X + 1$ to February $X + 2$ was -3.0. Therefore, the annual payment due for Fiscal year $X + 3$ will be \$1,012 (\$1,043, minus 3% of \$1,042 (\$30.29), or \$1,012.71 rounded down to the nearest dollar.)

Example 3: Determination of annual payment due for Fiscal year $X + 4$. The annual payment due for Fiscal Year $X + 3$ was \$1,012. The Percent Change from February $X + 2$ to February $X + 3$ was 6.7. Therefore, the annual payment due for Fiscal Year $X + 4$ will be \$1,062 (\$1,012, plus 5% of \$1,012 (or \$50.60), rounded down to the nearest dollar.

(c) The annual payment due for each of the second through thirtieth years of this Agreement shall be calculated in the above manner, annually.

(d) The Utility and the City both expressly intend and understand that the payments set forth herein are not determined based upon a multiple of square footage. As one feature of this intention and understanding, it is agreed that, during the term of this Agreement, (i) future increases or decreases in actual square footage or measurement of excavation, maintenance, repair, replacement, location, use or occupation regardless of methods of calculation and regardless of the minimal or maximal extent of such excavation, maintenance, repair, replacement, location, use or

occupation, shall not operate to increase or decrease the annual payments due; and (ii) neither party is relying upon representations by the other regarding the actual extent of any future excavation, maintenance, repair, replacement, location, use or occupation.

(e) The annual payments due shall be payable in halves, in arrears semi-annually, on or before the final day of each six-month period.

4.02 The Utility and the City agrees that no other fees shall be payable by the Utility to the City regarding occupancy, use or excavation of Streets in Burlington through June 30, 2023.

4.03 Based upon reasonable engineering and economic determinations, the City desires the Utility to locate its lines outside the paved portions of the Streets in Burlington. The Utility's choice of excavation locations shall be final, except that the Utility shall make best efforts to locate excavations outside the paved portions of Streets in Burlington and to minimize pavement excavation in the wheelpaths of Streets in Burlington wherever it shall be reasonably practical for the Utility to do so.

4.04 The Utility shall make all reasonable efforts to coordinate its pavement excavation with the City's schedule of pavement reconstruction work, as provided by the City under Section 3.08 of this Agreement.

4.05 The Utility shall perform the excavations, and shall backfill and patch its excavations. The Utility shall warrant, for a period of three years from the date of replacement, that the portions of Streets in Burlington that it replaces shall be free from substantial defects in workmanship and materials, and it shall replace at its own expense all substantially defective work upon reasonable request, within a reasonable period of time, provided that notice is received from the City within three years from the date any work or repair was last completed. The Utility will also promptly replace,

and warrant for a period of three years from the date of replacement, all grass in the so-called "greenbelt" sections of Streets (located between the sidewalk and paved portion of the Streets) which is torn up or otherwise destroyed as a result of excavations therein by the Utility; except that the Utility shall not be responsible for damage caused by others.

SECTION 5. TERM

5.01 The obligations of the City and the Utility under this Agreement shall be absolute and binding for thirty years from July 1, 1993 through June 30, 2023.

SECTION 6. WAIVER AND MODIFICATIONS

6.01 No party shall be deemed to have waived any right under this Agreement unless such party shall have delivered a written waiver signed by its duly authorized agent to the other party hereto. Any waiver of a right under this Agreement shall be narrowly construed and shall relate solely to the separate right and specific instance detailed in the written notice of waiver.

6.02 This Agreement may only be modified by a written instrument signed by duly authorized agents of both the City and the Utility.

SECTION 7. ASSIGNABILITY

7.01 The rights and duties of the City and the Utility shall be assignable or delegable by each party without the express written consent of the other, and this Agreement shall be binding upon the Utility's and the City's respective successors and assigns.

SECTION 8. REMEDIES

8.01 Each party acknowledges and agrees that this Agreement constitutes a settlement and compromise of any and all present and future matters and claims

between the Utility and the City relating to use or occupation of Streets in any respect whatsoever. Each party further acknowledges and agrees that it will not initiate and will vigorously oppose, any collateral attack upon this Agreement or upon any of the terms, conditions, or provisions contained herein in any action commenced in any court, tribunal, agency, board, commission, or other forum of the State of Vermont, the United States, or any other state or jurisdiction. Upon request, each party shall exercise its best efforts to support applications for, and obtain, any permits or approvals of any kind that may be required to effectuate the terms of this Agreement. It is understood and agreed that, in the event of a breach or threatened breach of the obligations of each party to this Agreement, this Agreement shall be enforceable by the other by an order of specific performance or injunction, whether mandatory or prohibitory.

8.02 This Agreement constitutes a new Agreement, that is intended and understood by both the Utility and the City as supplanting an "Agreement" between the Utility and the City, dated December 18, 1985, and recorded in Volume 329 on page 95 et seq. of Miscellaneous Volumes in the Burlington City Clerk's office. In the event that this Agreement is invalidated or voided in any material respect, it is the express intention of both the Utility and the City that the supplanted "Agreement" dated December 18, 1985, and recorded in Miscellaneous Volume 329 on page 95 et seq. shall again be effective and fully enforceable.

SECTION 9. INDEMNIFICATION

9.01 In recognition that this Agreement is intended in part to compensate the City for excavation fees and any other fees arising out of Utility's use or occupation of Streets in Burlington, the City releases, waives, indemnifies and holds the Utility harmless from any additional use, occupation, excavation or patching fees, charges, or

claims arising out of any use or occupation or future excavation of Streets in Burlington performed by the Utility during the term of this Agreement.

SECTION 10. ADDRESSES

10.01 All notices required to be given in writing hereunder shall be given to the respective parties at the following addresses or at such other addresses as the parties may designate in writing:

THE CITY

c/o The Mayor
City of Burlington
City Hall
Burlington, Vermont 05401

Copy to: Burlington City Attorney and Corporation Counsel
City Hall
Burlington, Vermont 05401

THE UTILITY

Vermont Gas Systems, Inc.
P.O. Box 467
Burlington, Vermont 05402-0467

Copy to: Paul, Frank & Collins, Inc.
P.O. Box 1307
Burlington, Vermont 05402-1307

SECTION 11. GOVERNING LAW

11.01 This Agreement, and all provisions hereof, shall be governed by and interpreted in accordance with the laws of the State of Vermont.

IN WITNESS WHEREOF, the parties have executed multiple originals of this Agreement as of the date set forth above.

CITY OF BURLINGTON

BY: Peter C Brownell
Name: Peter C. Brownell
Title: Mayor

VERMONT GAS SYSTEMS, INC

BY: John S Kimbell
Name: John S. Kimbell
Title: President

[cgoodr/rap/vgscity.cln]

FRANCHISE AGREEMENT
WITH VERMONT GAS SYSTEMS INC.

Vermont Gas Systems
85 Swift Street, South Burlington VT 05403

This agreement (this “Agreement”) is made as of _____, 2024 (the “Effective Date”) by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (the “City”) and Vermont Gas Systems, Inc., a Vermont domestic profit corporation with its principal offices at 85 Swift Street, South Burlington VT 05403 (hereinafter “VT Gas”). The City and VT Gas may be referred to hereinafter individually as a “Party” and jointly as the “Parties”; and

WHEREAS, VT Gas, a natural gas utility providing natural gas services within the City of Burlington, owns and operates a natural gas pipeline system within the City right of way (“System”) exercising the function of such company doing business within the City of Burlington by maintaining or using fixtures and other facilities in connection with such business on in over under of above any public street in the city of Burlington; and

WHEREAS, the occupation of the City’s right of ways requires approval of the Burlington City Council; and

WHEREAS, authority to enter into this Agreement exists in the City Charter and in Burlington City Ordinance 27-Article VI “Street Franchise Fees”, and the required approvals, clearance, and coordination have been accomplished from and within each Party;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and VT Gas enter into the following Agreement:

1. BACKGROUND

A. Consideration. The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.

B. Premises. The City owns property, including the street and sidewalk public rights of way

for all accepted streets within the municipality, and as noted on the Vermont Agency of Transportation Town Highway Map, and including sanitary and storm sewer systems and other municipally owned property associated therewith (the “ROW”).

- C. **Purpose.** This Agreement sets forth the terms and conditions for the requested use of the ROW.

2. **EFFECTIVE DATE AND TERM**

A. **Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation for any performance before the Effective Date or after the expiration or termination of this Agreement.

B. **Term.** This Agreement shall commence on the Effective Date and expire ten (10) years from the date of execution, unless extended in writing by the City in the sole and absolute discretion of its City Council, and unless earlier terminated by the City as follows:

i. **Discontinued Use.** The City shall have the exclusive right to terminate this Agreement immediately should VT Gas or a subsequent owner discontinue use of the ROW, as set forth in Section 11, below.

ii. **Termination for Convenience.** At any time during the term of this Agreement, the City may terminate the Agreement for any reason by submitting written notice via certified or registered mail to the VT Gas, not less than thirty (30) days prior to the termination date, of its intention to do so. VT Gas shall make no claim against the City by reason of such termination.

iii. **Breach.** The City shall have the right, in its sole discretion, to terminate this Agreement if VT Gas is in breach of this Agreement. The City shall provide thirty (30) days’ written notice in advance of the termination date.

- iv. **Termination.** Upon termination, VT Gas shall remove—at its own expense—all objects, materials, and other obstructions placed on the ROW. If VT Gas refuses to promptly remove such obstructions, the City may remove all such obstructions and the VT Gas shall be liable for all expenses of such removal.

3. **RIGHTS AND RESPONSIBILITIES**

- A. VT Gas may maintain, construct, repair, rehabilitate, and improve (collectively, to “Maintain,” or, when used as a noun, “Maintenance”) and operate the System for the benefit of its customers to serve within the municipality, subject to the terms and conditions set forth in this Agreement.
- B. Any and all Maintenance by VT Gas shall be subject to, performed pursuant to, and in compliance with, all applicable laws, including, without limitation, all governmental requirements, approvals, and permits required for such work. Any applicable fees for permits or other approvals required for such work shall be in addition to the fee set forth in Section 7 of this Agreement. This agreement does not in any way obligate any department or office of the City to approve any permit required for the work contemplated in this Agreement. The City shall act in good faith and use reasonable engineering standards in making its permitting decisions. Without limiting the generality of the foregoing:
 - a. VT Gas shall comply with all provisions of Burlington City Ordinance Code Chapter 27, including but not limited to, obtaining permits, permit bonds, providing insurance, and adhering to obstruction regulations.
 - b. VT Gas shall provide natural gas services meeting all safety and quality standards set by applicable laws and regulations. VT Gas shall take all necessary precautions to ensure public safety during the Maintenance and operation of the System.

- c. VT Gas is subject to any and all applicable permits, applicable permit fees, and permit conditions required by the City, including but not limited to applicable permits for land use, excavation, obstructions, storm water and building construction. Prior to the commencement of work, VT Gas must pay all permit fees and obtain all requisite governmental approvals and permits necessary to use and Maintain the conduit and the improvements benefiting from the System described herein. All work done and improvements made in connection with the conduit granted herein shall be completed in accordance with the governmental approvals and permits issued to VT Gas and shall be made at VT Gas's sole cost and expense. VT Gas shall restore the ROW, if disturbed, following any disturbance in accordance with all governmental regulations, permits and approvals, and such restoration shall be made at VT Gas's sole cost and expense.
- d. VT Gas shall, at all times, Maintain the System in good condition, and it shall not Maintain or use the System in a manner that results in or constitutes a public or private nuisance or waste. Nor shall it cause or allow a public or private nuisance or waste to occur through inaction, failure, or neglect.

4. **RELOCATION**

- A. This Agreement does not convey any property interest, estate, or vested or exclusive right in any property to VT Gas. The Parties agree and understand that the use and Maintenance of the ROW and other City property for municipal purposes and use for use by the travelling public are the paramount purposes for which such property exists, which shall have priority over VT Gas's use of the ROW. This Agreement does not diminish or negate any of VT Gas's existing rights as a property owner under common law or statute, or any of the City's existing rights as a municipality under common law or statute.

- B.** The Parties acknowledge and agree that the City Engineer or his/her designee may, at his or her reasonable discretion, at a future date determine that it is necessary to relocate utilities, including VT Gas's conduit, within and/or upon the City ROW for the proper Maintenance of the ROW, including the Maintenance of the street, sidewalks, water system, and storm water and/or combined sewer/storm water system located upon and within the ROW.
- C.** In the event of such a determination and upon reasonable written notice of no less than six (6) calendar months (except in cases of emergency), VT Gas shall relocate the conduit at its sole expense, subject to Section 3 of this Agreement.

5. MAINTENANCE & PERFORMANCE OF WORK

- A.** Except during Maintenance activities, VT Gas shall operate and use its infrastructure and the land needed to support it in a manner that does not impair the ROW.
- B.** At all times, VT Gas shall operate and Maintain its System and the land needed to support it, so as to protect pedestrians and vehicles traveling in the ROW or on adjacent property and the utilities and other property of third parties legally operating in the ROW.
- C.** VT Gas may enter onto the ROW to bore under, excavate, support, fill and otherwise take such actions as may be necessary or appropriate as required from time to time to ensure the structural integrity of the System pursuant to and in compliance with all applicable governmental requirements, approvals, and permits required for such work.
- D.** Prior to the commencement of any Maintenance within the ROW pursuant to this Agreement, VT Gas shall prepare and submit to the City a then current drawing of utilities located in and adjacent to the relevant portions of the ROW.
- E.** VT Gas shall institute and properly maintain a traffic control plan for all types of vehicles and for pedestrians such that said vehicles and pedestrians are protected from hazards and dangers emanating from the ROW and VT Gas's Maintenance in

and around it. VT Gas shall erect proper signage to redirect pedestrians safely from the ROW. VT Gas shall submit a traffic control plan for pedestrians, including a plan for signage, to the City's excavation inspector detailing the activities it shall take to control such pedestrian traffic. VT Gas shall take all additional reasonable activities requested by the City to control such pedestrian traffic. VT Gas shall submit a traffic control plan for vehicles, including a plan for signage, to the City's excavation inspector detailing the activities it shall take to control such vehicular traffic. VT Gas shall take all additional reasonable actions requested by the City to control such vehicular traffic or pedestrian traffic to provide collaboration or cooperation with adjacent projects. The City reserves the right to request modifications and alterations to the vehicular or pedestrian traffic control to ensure public safety throughout the duration of the project, with all costs borne by VT Gas to implement those changes.

- F.** In the exercise of its rights under this Agreement, VT Gas will perform all work in the ROW in a good and workmanlike manner, in conformance to the requirements of any and all permits and permit requirements required for such activity by the City. VT Gas shall perform all work so as to cause no unnecessary damage or disturbance to the City's lands or the utilities located therein or the public's rights in the ROW. In each and every instance, VT Gas shall restore each portion of the ROW disturbed by VT Gas's entry to the same and as good a state and condition as they were immediately prior to VT Gas's entry unless otherwise required by a permit or permit condition issued by the City concerning said work.
- G.** VT Gas agrees to respond to and repair unforeseen or undo damage or failure of the System. VT Gas agrees to respond to and complete all repairs to the System in a timely manner, and agrees to manage and negate any hazardous conditions that may occur from undo damage to the System. VT Gas shall take all reasonable precautions to protect the public from potential hazards resulting and emanating from the System due to activities related to the uses for which this conduit is permitted.

- H.** VT Gas shall be responsible for the maintenance and associated repair of the street, sidewalk, and greenbelt on the System location until final pavement, concrete, and topsoil resurfacing occurs. VT Gas shall be responsible for all costs to restore these areas to a condition satisfactory to the City.
- I.** If abandoned conduit or other natural gas transmission infrastructure is found located beneath any part of the ROW or other City-owned property, and if there is a reasonable probability that such conduit or other infrastructure was placed by VT Gas or affiliate or predecessor in interest of VT Gas or an affiliate, then upon the City's request, VT Gas shall, without unreasonable delay and at its sole cost and expense, remove said conduit and other infrastructure, subject to applicable laws, permit conditions, and the reasonable instructions of the City Engineer.

6. RIGHT OF PROTECTION

- A.** Upon reasonable notice to the City, VT Gas shall have the right to enter upon the ROW from time to time for the purposes of the protection of the System, including but not limited to conducting inspections, surveys, preparing appraisals, conducting soils tests or engineering studies, and obtaining other information about the ROW.
- B.** VT Gas's entry onto the ROW for the purposes set forth herein and its activities on the ROW as permitted herein shall occur at the sole risk of VT Gas. Without limiting the generality of the City's right to indemnification and defense under Section 10 of this Agreement, VT Gas shall indemnify, hold the City harmless, and defend the City from and against any and all claims, liens, damages, losses and causes of action which may be asserted by VT Gas or VT Gas's employees and agents or any third party as a result of any such entry, including reasonable attorney's fees. VT Gas's entry onto or testing of the ROW shall be conducted in a manner that minimizes any disturbance to the land and to the use and enjoyment of the ROW by the City or the public. Subsequent to completing said inspections, surveys and tests, VT Gas shall, at its sole expense, return the ROW as nearly as is

practicable to the same and as good a state and condition as they were immediately prior to VT Gas's entry unless otherwise required by a permit or permit condition issued by the City concerning said work.

- C. VT Gas shall provide post construction as-built drawings to the City, depicting in detail the final location and depth of conduit that is the subject of this agreement, within six (6) months of completion of construction.

7. **FEES**

VT Gas shall pay an annual franchise in amounts set forth in the schedule below. This fee shall be paid to the Burlington City Clerk-Treasurer's Office. This fee shall be in addition to any other applicable City fees, including but not limited to land use, excavation, obstruction, storm water, building permit or other permit fees (including, without limitation, excavation permit fees pursuant to Burlington City Code Section 27-30) associated with permits that VT Gas must obtain for the activities associated with this Agreement.

For the fiscal year ending June 30, 2024: The product of 16.4-percent (i.e., 60/365) multiplied by the quantity of Two Hundred Thousand Dollars and No Cents (\$200,000.00) less the amount of any franchise fee paid prior to the Effective Date for said fiscal year;

For fiscal year ending June 30, 2025: Two Hundred Thousand Dollars and No Cents (\$200,00.00);

For subsequent fiscal years during the term: the prior fiscal year's franchise fee increased by the increase in the Consumer Price Index for all Urban Consumers (Northeast Region) ("CPI-U") during the twelve (12) month period ending as of the April immediately preceding the start of the fiscal year. If the U.S. Department of Labor ceases to

determine CPI-U as defined above, then the parties shall substitute a reasonable, similar measure of inflation.

8. REMEDIES FOR FAILURE TO PERFORM

Except as otherwise provided in this section, if VT Gas fails to perform its obligations hereunder as and when called for, then, after thirty (30) days' written notice by the City, VT Gas shall make payment to the City of reasonable compensation for the failure to perform. Upon failure to timely cure by VT Gas, City also shall have the right, in its sole discretion, to recover all amounts expended by the City in furtherance of the purposes and terms of this Agreement, and to pursue any further legal or equitable remedies provided by law, including specific performance, damages, and attorneys' fees and costs.

VT Gas shall not have the right to a thirty (30) days written notice for the failure to relocate or obtain the permits required in Section 3 hereof.

9. INSURANCE

Without limiting VT Gas's indemnification and defense obligations hereunder, VT Gas shall maintain in effect throughout the term of this Agreement workers' compensation insurance in amounts required by law and the following policies of insurance from insurers admitted in the state of Vermont and rated A:VII or higher by A.M. Best Co., insuring operations under this Agreement and VT Gas's use of City property:

- A.** Commercial General Liability (CGL) with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per aggregate;
- B.** Automobile coverage with a combined single limit of One Million Dollars (\$1,000,000) covering owned, non-owned, and hired vehicles;

- C. Environmental liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) per aggregate; and
- D. Umbrella coverage covering all the foregoing policies with a minimum limit of Ten Million Dollars (\$10,000,000).

The policies shall be endorsed to waive subrogation against the City and to provide the City thirty (30) days' notice of cancellation, and the policies listed in Paragraphs A to D shall be endorsed to name the City and its officers, employees, agents, successors, and assigns (collectively, the "Indemnitees," singularly an "Indemnatee") as additional insureds on a primary, non-contributory basis.

Prior to execution of this Agreement, VT Gas shall furnish the City with certificates of insurance and endorsements demonstrating compliance with this Section, to the City's reasonable satisfaction. It is the responsibility of VT Gas to ensure that a current certificate of insurance is on file with the City at all times.

10. INDEMNIFICATION

VT Gas agrees to indemnify, defend, and hold the Indemnitees harmless and free from any and all claims, suits, liabilities, injuries, damages, causes of action, liens, fines, penalties, or costs (including attorneys' fees and costs) of any kind or nature whatsoever (collectively, "Claims") arising from or relating to its operations under this Agreement and its use of City property, excepting Claims arising from an Indemnatee's own gross negligence or willful misconduct. VT Gas agrees to make no claim against the City or any Indemnatee for any loss or damage caused by the City's use or Maintenance of the ROW, unless caused by the gross negligence or willful misconduct of the City.

11. REVOCATION

Notwithstanding any other provision hereof, this Agreement shall be revoked immediately without notice in the event VT Gas discontinues the use of the conduit. Upon revocation, VT Gas must remove at its own expense the conduit and any appurtenances thereto. If VT Gas refuses promptly to remove the conduit and any appurtenances thereto, they may be removed by the City and VT Gas shall be liable for all reasonable expenses of such removal.

12. ASSIGNMENT OF RIGHTS

VT Gas shall not sell or assign its rights pursuant to this Agreement or permit the use of the ROW or any part thereof by any other entity without the express prior written consent of the City. Any unauthorized action in violation of this Section shall be voidable, and shall, after thirty (30) days' written notice to VT Gas, terminate VT Gas's rights (and those of any unauthorized assignee) pursuant to this Agreement. Notwithstanding the foregoing, and without releasing VT Gas from any obligation hereunder, VT Gas's obligations hereunder shall inure to any assignee, whether the assignee has been properly approved in advance by the City.

13. MISCELLANEOUS PROVISIONS

- A.** The Parties are independent contractors, such that neither Party is the agent or principal of the other. By entering this Agreement, the Parties do not intend to create a partnership, joint venture, or similar enterprise.
- B.** There are no third-party intended beneficiaries of this Agreement.
- C.** This Agreement shall not be construed against its drafter.
- D.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings relating to the same, whether written, oral, or implied.
- E.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in force to the extent necessary to effectuate the original intent of the parties as possible.

- F.** No waiver of this Agreement shall be valid unless in writing, notwithstanding the passage of time, and no waiver shall constitute a continuing waiver of the same or another provision. This Agreement may not be amended except in a writing signed by both parties.
- G.** This Agreement shall be construed according to Vermont law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Chittenden County, Vermont, notwithstanding any other law.
- H.** Neither Party shall file any litigation arising from this Agreement without first attempting in good faith to resolve the Parties' dispute through negotiated settlement or mediation; provided, however, that any applicable statute of limitations shall toll during any period in which the Parties are actively and mutually engaged in dispute resolution; and provided further that nothing herein shall prevent either Party from seeking emergency relief in appropriate circumstances from a court of competent jurisdiction.
- I.** In case of any litigation arising from this Agreement, the prevailing Party shall be entitled to attorneys' fees and costs.
- J.** Any notice required under this Agreement shall be delivered to the other Party by personal delivery, deposit in the U.S. mail (first-class postage prepaid), overnight delivery by reputable courier, or electronic means. Notice by personal delivery shall be deemed given upon receipt. Notice by mail shall be deemed given three (3) days after deposit in the mail. Notice by overnight courier shall be deemed given one (1) day after deposit with the courier. Notice by electronic means shall be deemed given upon written acknowledgment of receipt. Unless changed by notice, notices shall be given to the City at the headquarters of its Public Works Department and to VT Gas at the address in the opening paragraph.
- K.** This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile of this Agreement shall be treated as an original. The signatories of

this Agreement represent and warrant their authority to bind their respective parties hereto.

[Signatures on Following Page]

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF BURLINGTON

Witness

By: _____
Emma Mulvaney-Stanak, Mayor
Duly Authorized Agent

VT GAS SYSTEMS INC.

Witness

By: _____
Duly Authorized Agent

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	Vermont Gas Systems Franchise and Express Fees					Attachment C								
2														
3	Paments Received to Street Capital FY13 to FY23					Projected Franchise Fee Payments to General Fund FY 24 to FY 34			Actual Excavation Permit Fees Waived Under Prior Agreement					
4														
5	Fiscal Year	Date Deposited	Amount	Journal #	Annual Payment	Fiscal Year		Annual Payment	Fiscal Year	Annual Permit Fees				
6	1993 Orginal Payment	N/A	\$ 56,000.00	N/A	\$ 56,000.00	Remainder of 2024		\$ 32,800.00	2022		\$9,315.25			
7						2025		\$ 200,000.00	2023		\$12,518.76			
8	2013	12/10/2012	\$ 41,860.00	2013-00005936	\$ 83,720.00	2026		\$ 200,000.00	*2024 to Current		\$ 4,906.82			
9		6/13/2013	\$ 41,860.00	2013-00009642		2027	*CPI- U Northeast Index applied (3.6% avg. annual increase from 2018-2023)	\$ 207,200.00						
10	2014	1/10/2014	\$ 42,027.00	2014-00005591		2028		\$ 214,659.20						
11		6/17/2014	\$ 42,027.00	2014-00008742		2029		\$ 222,386.90						
12	2015	12/19/2014	\$ 42,573.00	2015-00004951	\$ 85,146.00	2030		\$ 230,392.80						
13		6/16/2015	\$ 42,573.00	2015-00010872		2031		\$ 238,686.90						
14	2016	1/14/2016	\$ 41,977.00	2016-00006575		2032		\$ 247,279.63						
15		6/17/2016	\$ 41,977.00	2016-00012244		2033		\$ 256,181.69						
16	2017	1/17/2017	\$ 42,229.00	2017-00006987	\$ 84,458.00	Total Revenue		\$ 2,049,587.12						
17		6/23/2017	\$ 42,229.00	2017-00012054										
18	2018	12/26/2017	\$ 43,285.00	2018-00004618										
19		6/25/2018	\$ 43,285.00	2018-00010137										
20	2019	1/14/2019	\$ 44,081.50	2019-00005417	\$ 88,163.00									
21		5/31/2019	\$ 44,081.50	2019-00009415										
22	2020	12/9/2019	\$ 44,566.50	2020-06004401										
23		6/3/2020	\$ 44,566.50	2020-12008997										
24	2021	3/17/2021	\$ 45,636.00	2021-00005641	\$ 91,272.00									
25		7/12/2021	\$ 45,636.00	2022-00001437										
26	2022	7/29/2022	\$ 92,367.26	2023-00000972										
27				Total Payment FY13 to FY23	\$ 868,837.26									
28														

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Caleb Manna

Title/Subject: Vermont Gas Systems Franchise Agreement

	Approval:	Meeting Date:
☒	Board of Finance	5/13/2024
☒	City Council	5/20/2024
☐	Concurrent	Click or tap to enter a date.

This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	5/7/2024	Chapin Spencer
Mayor's Office informed and approved memo	Yes	5/8/2024	Joe Magee
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	5/7/2024	Erik Ramakrishnan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	5/7/2024	Erik Ramakrishnan
CAO has reviewed budget, financing, and memo	Yes	5/8/2024	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Franchise Agreement
Additional Materials, if necessary	Yes	Financial spreadsheet
Draft Resolution or Motion?	Yes	Motion in memo
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.