



Board of Finance

Monday, April 28, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

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1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	April 28, 2025 - Board of Finance Meeting - Monday, April 28, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	April 28, 2025 - Board of Finance Meeting - Monday, April 28, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	2. Public Forum

Department	Council and Board
Type	Action Procedural
Recommended Action	open Public Forum close Public Forum

3. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	April 28, 2025 - Board of Finance Meeting - Monday, April 28, 2025, 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
Subject	3.2. April 14, 2025 Board of Finance Meeting Minutes - C/T
Meeting	April 28, 2025 - Board of Finance Meeting - Monday, April 28, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	3.3. BTVthanks: Burlington Fire: Event Name: International Firefighter Appreciation Day Community Cookout - Councilor Litwin
Meeting	April 28, 2025 - Board of Finance Meeting - Monday, April 28, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the use of up to \$2,000 from the City Council Initiative Fund to celebrate and thank the City's Fire Department, in conjunction with the community, on International Firefighter Appreciation Day
Subject	3.4. Authorization to Accept Grant Funds for Leddy Park Roller Rink - BPRW

Subject	4.2. DPW - Technical Services Reorganization - DPW
Meeting	April 28, 2025 - Board of Finance Meeting - Monday, April 28, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	To recommend that City Council approve the: ☐ Elimination of the vacant Regular, Full-time, Exempt, Non-Union, Grade 18 Planner position in the Technical Services Division of the Department of Public Works. ☐ Creation a Regular, Full-time, Exempt, Non-Union, Grade 19 Associate Public Works Transportation Engineer position in the Technical Services Division of the Department of Public Works
Subject	4.3. Request to Execute a Contract with Jacobs Engineering Group, Inc. (JEG) for Taxiway C/G Rehabilitation Project Design and Construction Oversight Services - Airport
Meeting	April 28, 2025 - Board of Finance Meeting - Monday, April 28, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	to authorize the Director of Aviation, to execute a contract with Jacobs Engineering Group, Inc. in the amount of up to \$380,961.00 as allowed by the grant, for the Taxiway C/G Rehabilitation Project Design and Construction Oversight Services, subject to review and approval of the City Attorney's Office
Subject	4.4. Request to Execute a Contract Amendment with Engelberth Construction, Inc (Engelberth) for Project NexT the North Concourse Replacement Project, to accept and execute an additional Federal Aviation Administration (FAA) Grant Application 3 for construction of the North Concourse Replacement Project "Project NexT" - Airport
Meeting	April 28, 2025 - Board of Finance Meeting - Monday, April 28, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Airport
Type	Action
Recommended Action	To approve and recommend the City Council to authorize the Director of Aviation, 1. "To execute a contract amendment with Engelberth Construction Inc. in the amount of up to \$6,416,012.00, as allowed by the grant, for the construction of Project NexT – North Concourse Replacement Project, subject to review and approval of the City Attorney's Office." 2. "To execute a grant from the Federal Aviation Administration to accept an amount up to \$5,852,172.00, as allowed under the grant, passenger boarding bridges and terminal

second floor rehabilitation construction of the North Concourse Replacement Project "Project NEXT" Grant Application 3, subject to review by the City Attorney's Office."

Subject	4.5. Fletcher Free Library Restoration & Preservation Project Neagley & Chase Contract, Restoration & Preservation of Windows and Masonry to 1904 building - Library
Meeting	April 28, 2025 - Board of Finance Meeting - Monday, April 28, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Fletcher Free Library
Type	Action
Recommended Action	to approve and recommend that the City Council approve the execution, by the Director of the Fletcher Free Library, of a contract and any related documents needed to carry out said contract with Neagley & Chase for the Restoration & Preservation of Windows and Masonry for the Fletcher Free Library in an amount of \$1,826,700 subject to final review and approval of the City Attorney's Office. Additionally, to approve and recommend that the City Council approve expenditures for a General Project allowance of \$105,000.00 as needed

Subject	4.6. Waterfront Overnight Security Contract - BPRW
Meeting	April 28, 2025 - Board of Finance Meeting - Monday, April 28, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	to approve and authorize the three-year contract with Securitas Security Services to provide waterfront overnight security services for the 2025-2027 summer seasons, for a total authorized contract expenditure not to exceed \$273,521, which comes from the North Beach and Marina Budgets and to authorize Cindi Wight, BPRW Director to execute the contract and any related documents, subject to review by the City Attorney's Office

5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	April 28, 2025 - Board of Finance Meeting - Monday, April 28, 2025, 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 CONFERENCE ROOM 1ST FLOOR, CITY HALL
MINUTES OF MEETING
April 14, 2025**

1. Agenda

1. Agenda

Start time: 5:05 pm

Members present: Councilors Barlow, Carpenter, Neubieser online until item 4.2 then in person), Council President Traverse, Mayor Mulvaney-Stanak and CAO Schad

Subject

1.1. Motion to adopt agenda

Meeting

April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM,
Bushor Conference Room 1st Floor, City Hall

Category

1. Agenda

Department

Council and Board

Type

Action
Procedural

Recommended Action Motion to adopt agenda

1.1. Motion to adopt agenda

Motion made by Councilor Barlow, seconded by Councilor Carpenter, to adopt the agenda as presented. Motion passed unanimously.

2. Public Forum

2. Public Forum

Subject

2.1. Verbal Comments

Meeting

April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM,
Bushor Conference Room 1st Floor, City Hall

Category

2. Public Forum

Department

Council and Board

Type

Action
Procedural

2.1. Verbal Comments
Bruce Wilson: May 15th graffiti removal
Sharon Bushor: cemetery; ELI grants and bond allocation

3. Consent Agenda

Type	Action (Consent)
Procedural	

3.1. Motion to adopt the consent agenda and take the actions indicated
Motion made by Councilor Carpenter, seconded by City Council President Traverse to adopt the consent agenda and take the actions indicated. Motion passed unanimously.

Type	Action (Consent)
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3.2. McNeil RFPs - BED

Department Clerk/Treasurer's Office

Type Action (Consent)

Recommended Action To approve and recommend that the City Council
(1) Waive the reading and adopt the attached resolution authorizing the Mayor, Chief Administrative Officer, or the City's Assistant Director of Finance to execute the reallocation of the identified Series 2022A bond proceeds, not to exceed \$634,928.00, to complete facility capital improvements at the Police Station and Fire Station 3, and
(2) Authorize the Mayor, Chief Administrative Officer, and the Assistant Director of Finance to take such further actions and to execute such further instruments, subject to final review and approval of the City Attorney's Office, as may be necessary or convenient to effectuate the transactions contemplated hereby.

3.3. Allocation Of Bond Proceeds For Public Improvements - Series 2022A Bonds - C/T

Subject 3.4. Burlington Police Department HVAC Project 2025 - BPRW

Meeting April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 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 the execution of a contract with Energy Efficient Investments Inc., for a price not to exceed \$758,964 for the Burlington Police Department HVAC project, plus a project contingency of \$75,000, for a total approved project expenditure not to exceed \$833,964, and to authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract and any related documents needed to carry out the project, subject to the review of the City Attorney's Office

3.4. Burlington Police Department HVAC Project 2025 - BPRW

Subject 3.5. Contract for preserveBTV: Historic Preservation Plan - Planning

Meeting April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 3. Consent Agenda

Department Planning

Type Action (Consent)

Recommended Action to approve and recommend that the City Council approve and authorize the Office of City Planning Director or their designee, subject to final review and approval by the City Attorney's Office, to execute the contract with Heritage Strategies, LLC to create a citywide historic preservation plan for Burlington

3.5. Contract for preserveBTV: Historic Preservation Plan - Planning

Subject	3.6. Arts So Wonderful - City Council Initiative Request
Meeting	April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent)
Recommended Action	to approve the use of \$3,675 from the City Council Initiative Fund to subsidize graffiti removal and mural by Arts So Wonderful

3.6. Arts So Wonderful - City Council Initiative Request

4. Deliberative Agenda

4. Deliberative Agenda

Subject	4.1. Authorization to Issue Early Learning Initiative Capacity Grants to Robin's Nest Children's Center for \$30,000 - BWD
Meeting	April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Business and Workforce Development
Type	Action
Recommended Action	to approve and authorize the Director of Business and Workforce Development to enter into an ELI Capacity grant agreement with Robin's Nest Children's Center in the amount not to exceed \$30,000 to expand enrollment and address overdue plumbing and bathroom maintenance needs, subject to review of the grant capacity agreements by the City Attorney's Office

4.1. Authorization to Issue Early Learning Initiative Capacity Grants to Robin's Nest Children's Center for \$30,000 - BWD

Mayor COI and recusal

Motion made by Councilor Carpenter, seconded by City Council President Traverse to approve the motion as presented. Motion passed unanimously.

Subject	4.2. DPW Division Director - Water Resources Compensation Review & Market Factor Recommendation - DPW/HR
Meeting	April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department

Type	Action
Recommended Action	To approve and recommend that the City Council approve: ☐ The compensation adjustment of the DPW Division Director – Water Resources, a Regular, Full-Time, Exempt, Non-Union, market factor role to Division Director – Water Resources, a Regular, Full-Time, Exempt, Non-Union, market factor role in the Department of Public Works as listed above, and to include retroactive pay back to December 9, 2024.
4.2. DPW Division Director - Water Resources Compensation Review & Market Factor Recommendation - DPW/HR Mayor COI and recusal Motion made by Councilor Barlow, seconded by City Council President Traverse to approve the motion as presented. Motion passed 4-1 (Councilor Neubieser against).	
Subject	4.3. DPW Division Director - Technical Services/City Engineer Compensation Review & Market Factor Recommendation - DPW/HR
Meeting	April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	To approve and recommend that the City Council approve: ☐ The compensation adjustment of the DPW Division Director – Technical Services/City Engineer, a Regular, Full-Time, Exempt, Non-Union, Grade 25 role to Division Director – Technical Services/City Engineer, a Regular, Full-Time, Exempt, Non-Union, market factor role in the Department of Public Works as listed above, and to include retroactive pay back to December 9, 2024
4.3. DPW Division Director - Technical Services/City Engineer Compensation Review & Market Factor Recommendation - DPW/HR Motion made by Councilor Carpenter, seconded by Councilor Barlow, to adopt the motion as presented. Motion passed 4-1 (Councilor Neubieser against).	
Subject	4.4. Authorization of Sidewalk Reconstruction Program Project Budget and Construction Contract - DPW
Meeting	April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect all necessary budget amendments and transfers of funds, as described in the attached project budget, to

a total of \$931,381.65 for the projected construction costs to complete the CY25 Sidewalk Reconstruction Program.

2. To approve and recommend that the City Council authorize the Public Works Director execute a construction contract for the Sidewalk Reconstruction Project with SD Ireland Brothers Corporation with a maximum limiting amount of \$846,004.00, subject to review and approval of the City Attorney and within existing project appropriations, and to take such further actions and to execute such further instruments approved as to form by the City Attorney as may be necessary or convenient to implement the transactions contemplated hereby.

4.4. Authorization of Sidewalk Reconstruction Program Project Budget and Construction Contract - DPW
Motion made by Councilor Barlow, seconded by City Council President Traverse, to approve the motion as presented. Motion passed unanimously.

Subject 4.5. Rose St. and Cedar St. VTrans TAP Grant - DPW

Meeting April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 4. Deliberative Agenda

Department Public Works Department

Type Action

Recommended Action 1. To approve and recommend that the City Council authorize the Director of Public Works to execute the Project Commitments Form from the Vermont Agency of Transportation for Rose St / Cedar St Improvements, obligating the City to commit a local match of \$150,000, for a total project budget of \$750,000 in furtherance of accepting a reimbursable grant amount up to \$600,000, and to take such further actions and execute such further instruments as may be necessary or convenient to implement the project within existing project appropriations, subject to review and approval by the City Attorney's Office.
2. To approve and recommend that the City Council authorize the Chief Administrative Offices, or her designee, to effectuate necessary budget amendments and transfers of funds to create the project budget(s) of \$750,000 for the Rose St / Cedar St Improvements.
3. To approve and recommend that the City Council approve the use of the VTrans At-the-Ready program for Professional Design Consultant Procurement

4.5. Rose St. and Cedar St. VTrans TAP Grant - DPW

Motion made by City Council President Traverse, seconded by Councilor Barlow, and approve the motion as presented. Motion passed unanimously.

Subject 4.6. Cambrian Rise Stormwater Offset Project MOU Approval - DPW/Water Resources

Meeting April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 5:00 PM, Bushor Conference Room 1st Floor, City Hall

Category 4. Deliberative Agenda

Department Public Works Department - Water Resources

Type Action

3. To recommend that the City Council authorize the Mayor, the Director of Public Works and the Director of Permitting & Inspections to take such further actions and execute such further instruments approved as to form by the City Attorney or designee as may be necessary or convenient to effectuate the grant acceptance and property transactions contemplated hereby.

4.8. FEMA Hazard Mitigation Grant Application, 505 Riverside Avenue - DPI
Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the motion as presented. Motion passed unanimously.

5. Adjournment

5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	April 14, 2025 - Board of Finance Meeting - Monday, April 14, 2025, 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
5.1. Motion to adjourn	
End time: 6:08 pm	

BTVthanks: Burlington Fire

Event Name: International Firefighter Appreciation Day Community Cookout

Event Date: May 4, 2025 RAIN DATE: TBD Early June

Proposed Locations:

- Central Fire Station 136 South Winooski Avenue
- 1397 North Avenue
- 23 Ferguson Avenue

PURPOSE / MISSION

Engage the Burlington Community in celebrating and thanking our Fire Department on International Firefighter Appreciation Day. Offer opportunities for the public to engage with BFD staff in conversation, learning, and recruitment. We also want to draw attention to their hard work, innovation, and the national recognition they have received. As we find ourselves now 5 years out from the start of the COVID-19 global pandemic, we want to thank our BFD team for all their service and sacrifice while providing a positive opportunity for public engagement.

DETAILS

Councilor Litwin met with BFOA members and President in February 2025 with a list of possible proposals on how to recognize the good work of BFD for Firefighter Appreciation Day. The Union leadership and members present preferred the “community cookout” approach and one that engages the public with visits to the firehouses. BFOA members would handle the grilling. We hope and intend to engage Councilors and the public to volunteer in other roles as needed.

Councilor Litwin and BFOA both desire this to be a collaborative and non-partisan initiative of thanks and celebration, and so this request for Council Initiative Funds is rooted in that spirit. He is seeking a maximum \$2000 from the Board of Finance and City Council to be able to provide hot dogs, hamburgers, and a vegetarian option at firehouses in all areas of the city. He is working closely with BFOA leadership on operational details and welcomes the engagement of his fellow Councilors if they are interested.

Budget/ Funding Breakdown

Total estimated cost for a maximum 500 total people is a maximum \$2000, which includes fuel and a line-item to account for additional miscellaneous* expenses.

	Cost \$/ person	Cost \$/ 100 people	Cost \$/ 500 attendees	
Food	\$2.40	\$240.19	\$1,200.96	
Supplies	\$0.30	\$30.35	\$151.73	
Fuel	\$0.44	\$43.56	\$217.79	
Miscellaneous*	\$0.61	\$60.90	\$304.52	
Total	\$3.75	\$375	\$1,875	

*Accounting for unexpected expenses, miscellaneous supplies, price changes, surcharges, etc.

Board of Finance Motion:

To approve and recommend that the City Council authorize the use of up to \$2,000 from the City Council Initiative Fund to celebrate and thank the City's Fire Department, in conjunction with the community, on International Firefighter Appreciation Day.

City Council Motion:

To approve the use of up to \$2,000 from the City Council Initiative Fund to celebrate and thank the City's Fire Department, in conjunction with the community, on International Firefighter Appreciation Day.

MEMO

Date: April 28th, 2025
To: Board of Finance and City Council
From: Sophie Sauvé, Parks Comprehensive Planner,
Cindi Wight, Director, Department of Parks, Recreation & Waterfront
Re: Authorization to Accept Grant Funds for Leddy Park Roller Rink

I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to accept grant funds from the State of Vermont Buildings and General Services Department Building Communities Grant (SoV BGSD BCG) program for the Leddy Park Roller Rink project. The total grant award is \$25,000. The above referenced grant will go towards purchasing pro-hockey boards for a proposed roller rink at the Leddy Park Parking Lot. The grant amount is a reimbursement grant resulting in the \$25,000 to be paid upfront by the City of Burlington and then reimbursed by the State of Vermont.

Pursuant to Article 12(i) of the City's Purchasing Policy, the indemnification language in the grant agreement requires council approval. The State's grant agreement goes beyond the City's own negligent acts or omissions or willful misconduct and requires the City to indemnify it for any act or omission that causes a loss or claim in connection with the performance of the grant agreement. This language is standard in the State of Vermont's grant conditions and is consistent with conditions we see in other government funded grants

II. Background

In 2023, representatives from Joy Riders (VT BIPOC Skate Club) and Vermont Skate Society, submitted community requests for a Roller Rink to the Burlington Parks, Recreation and Waterfront (BPRW) Penny for Parks (PFP) program. PFP is an annual funding plan for parks capital improvement projects and includes \$40,000 in capital funding set aside annually specifically for community requests. Community requests are received on a rolling basis throughout the year, and each fall, community requests are reviewed and ranked by BPRW staff for feasibility and compatibility with 13 criteria that are in line with the City-Wide Parks Comprehensive Plan. Projects are recommended to the Parks Commission for approval based on the BPRW staff report, competing applications and an evaluation of gaps in amenities across the city. The community request was submitted by two organizations that have been renting indoor space in the winter for rollerskating, have seen the popularity of the sport grow exponentially, and circulated a petition that was signed by 315 community members to support the request. The roller rink project was approved for PFP Community Request funds by the Parks Commission in early 2024.

Since the project's acceptance, BPRW staff have collaborated with the two organizations on identifying a location for a roller rink within existing paved areas of city parks while considering several factors, including: access, visibility, impact on impervious surface calculations, and parking. The Roosevelt Park Comprehensive Plan identified the addition of a roller rink in the park, adjacent to the existing basketball courts. There was a strong desire from the community that this amenity be



added into the park system. However, installing a rink at Roosevelt Park is not yet in BPRW's capital plan, as it would require adding pervious pavement to the park and the implementation of other capital improvements in its permanent location. In the interim, BPRW and leaders from Joy Riders and the Vermont Skate Society identified Leddy Park for a pop-up outdoor Roller Rink. With a wide expanse of existing flat pavement adding a Roller Rink to the lower parking lot can be quickly implemented with few permitting hurdles. In addition, installing a pop-up roller rink in the northeast corner of the parking lot will activate a part of the park which is underused or used in negative ways. Leddy Park's abundance of parking and adjacency to the Greenway increases access to this amenity.

PROJECT FUNDING SOURCES, BUDGET, AND ESTIMATES

The Leddy Park Roller Rink project funding sources are: Penny for Parks (PFP) and donations raised by the organizations (with the Parks Foundation holding the funds). Funds in the community request project of Penny for Parks are being held for this project since the Parks Commission approved it to move forward in early 2024. The PFP funds are the required match for the grant. To date, the two groups have raised \$2,000 towards the project and the funds are being held with the Parks Foundation once the project is complete.

The following chart details the project budget and anticipated costs in support of anticipated Leddy Park Roller Rink Project installation expenditures.

Leddy Park Roller Rink Project (Revenue Budget)	
FY24 Penny for Parks – Community Request Funds	\$25,000
Donations generated by JoyRiders and VT Skate Society	\$2,000
State of Vermont – Buildings and General Services Building Communities Grant (SoV BGSK BCG)	\$25,000
Total Leddy Park Roller Rink Budget	\$52,000
Leddy Park Roller Rink Project -Estimated Expenditures	
Roller Rink Flooring & Underlay	\$27,000
Pro Hockey Boards	\$20,000
Installation	\$3,000
Contingency	\$2,000
Total Estimated Project Cost	\$52,000

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and authorize the acceptance of grant funds in the amount of \$25,000 from the State of Vermont Buildings and General Services Department for the Leddy Park Roller Rink Project and authorize the Director of Parks, Recreation and Waterfront to execute all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office.



To approve and recommend that the City Council authorize the Chief Administrative Officer, or her designee, to effectuate necessary budget amendments and transfers of funds to create the project budget(s) of \$52,000 for the Leddy Park Roller Rink project.

City Council Motion:

To approve and authorize the acceptance of grant funds in the amount of \$25,000 from the State of Vermont Buildings and General Services Department for the Leddy Park Roller Rink Project and authorize the Director of Parks, Recreation and Waterfront to execute the grant agreement and all documents necessary to accept the funding, subject to the final review and approval of the City Attorney's Office.

To authorize the Chief Administrative Officer, or her designee, to effectuate necessary budget amendments and transfers of funds to create the project budget(s) of \$52,000 for the Leddy Park Roller Rink project.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: BPRW Submitter: Sophie Sauvé

Title/Subject: Leddy Park Roller Rink – Grant Approval

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

4/28/2025

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/18/2025	Cindi Wight
Mayor's Office	Yes	4/23/2025	Erin Jacobsen
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	4/22/2025	Hayley McClenahan
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	4/21/2025	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	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
Nicolas Longo, Director of Aviation

DATE: April 28, 2025

SUBJECT: Request to Purchase Wheeled Loader Using Passenger Facility Charges (PFC).

REQUEST

The Patrick Leahy Burlington International Airport (Leahy BTV) seeks approval and authorization to purchase one front-end wheeled loader (bucket loader) with snow removal and snow hauling as its primary loader in the total amount of \$560,000.

EXECUTIVE SUMMARY

Background:

In February 2023, Passero Associates, a third-party consultant on contract with Leahy BTV prepared the Burlington International Airport Equipment Capital Improvement Plan. In that plan, Passero Associates determined that the Airport is in need of a replacement bucket loader to replace the current John Deere 744H wheel loader, which has reached the end of its useful life.

The Airport, with the help of Passero Associates, compiled specifications and advertised through a bid process to procure a new bucket loader. The current 744H John Deere Loader is used for snow removal on 1.5 million square foot of airport surfaces. It is equipped with a 26-foot box plow for removal and a 10-yard snow bucket for hauling snow. As the Airport's snow removal areas have expanded due to additional apron space, there is a need for a more efficient loader capable of handling the increased workload.

The new John Deere 844P Wheel Loader will be equipped with a 30-foot box plow, providing a 15% increase in snow clearing efficiency at the same speed. The snow bucket capacity will also increase from 10 yards to 15 yards, enabling 50% more snow to be hauled per load trip and improving overall efficiency.

Additionally, the 844P features advanced engine and emissions standards, provide 30% lower fuel consumption resulting in a reduction of 23.5 metric tons of carbon and 2,310 gallons of diesel annually. This calculation is made based on the annual usage being the same, which will result in a greater carbon reduction, as the fuel consumption is less due to the increased efficiency.

SOURCING

Leahy BTV had contracted Passero Associates to outline equipment performance specifications, enabling Leahy BTV to advertise an RFP on December 10, 2024, for competitive pricing of equipment that meets FAA snow removal guidelines. The RFP and bid selection process followed FAA requirements through the entire process.

BTV Loader Bid Results

Bid Opening: January 21, 2025

Company	Total Bid	Total Bid less deduct	Delivery Date	Warranty	Addendum 1 Acknowledged
United Construction	\$560,000	\$535,000	90 days	2 yr	Yes
Milton Cat	\$749,000	\$749,000	ASAP	7 yrs – 2000 hrs	Not signed
CRW	\$645,395	not provided	30 days	1 year	Yes
Quality Fleet Services	\$599,886		5-7 weeks	5 yr – 3000 hrs	Not signed

Based on bids received, United Construction & Forestry as the most responsive and responsible contractor, meeting the specifications at the lowest cost. Based on the equipment needed, there were no electric options available.

FUNDING SOURCES

This equipment is being leased financed with a 7-year term. The loader is eligible for funding under the Airport’s Passenger Facility Charges (PFC) program. The PFC program will cover the principal and interest cost under the City’s master lease.

The lease for the loader is being included in the City of Burlington's upcoming Fiscal Year 2025 Master Lease program. The Clerk Treasurer's office is coordinating the lease RFP process.

PROPOSED MOTION:

The Airport respectfully requests the following motions:

Board of Finance Proposed Motion:

"To approve and recommend to the City Council to authorize the Director of Aviation to execute an agreement to purchase one John Deere 844P Wheel Loader from United Construction & Forestry, Inc. in the amount of \$560,000, subject to the review and approval of the City Attorney, and to authorize the Director of Aviation or designee to execute such instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the purchase."

City Council Proposed Motion:

"To authorize the Director of Aviation to execute an agreement to purchase one John Deere 844P Wheel Loader from United Construction & Forestry, Inc. in the amount of \$560,000, subject to the review and approval of the City Attorney, and to authorize the Director of Aviation or designee to execute such instruments approved as to form by the City Attorney as may be necessary or convenient to effectuate the purchase."

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo

Title/Subject: Request to Purchase Wheeled Loader Using Passenger Facility Charges (PFC)

Approval Requested:

- ☐ Board of Finance
☐ City Council
☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

4/28/2025

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/2/2025	Nicolas Longo
Mayor's Office	Yes	4/23/2025	Erin Jacobsen
Board/Commission	Yes	4/2/2025	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Yes	4/16/2025	Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	4/23/2025	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Resolution Relating to

AUTHORIZATION FOR REFINANCING CITY OF
BURLINGTON’S \$18,840,000 GENERAL OBLIGATION
WATERFRONT TAX INCREMENT NOTE, SERIES 2024

RESOLUTION _____
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Five.....

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

1 That WHEREAS, on January 22, 1996, the City Council created the Waterfront Tax Increment Financing
2 (TIF) District along the central and northern end of the Burlington waterfront; and
3 WHEREAS, in June of 1997, the City Council authorized an expansion of the Waterfront TIF District
4 to include property extending along the south side of Cherry Street from Battery Street to Church Street, using
5 a special TIF grandfathering provision of Act 60 (1997); and
6 WHEREAS, on May 25, 2016, the Vermont legislature authorized the City to extend by ten years the
7 debt retention period within the Waterfront TIF District for the properties which together comprise the
8 Burlington Town Center property (the “Property”), in accordance with a request from the City for purposes of
9 enabling redevelopment of the Property; and
10 WHEREAS, at a special meeting of the City held on November 8, 2016, the voters authorized the City
11 Council to pledge the credit of the City to secure the repayment of indebtedness or to make direct payments
12 for the purpose of funding one or more public improvements and related costs attributable to projects serving
13 the Waterfront TIF District, including Pine Street Acquisition, Construction and Streetscape Improvements,
14 St. Paul Street Acquisition, Construction and Streetscape Improvements, Cherry Street Streetscape Upgrades,
15 Bank Street Streetscape Upgrades, and including reimbursement for TIF eligible related costs incurred by the
16 City for the administration of the Waterfront TIF District, in a total principal amount not to exceed
17 \$21,830,000.00, and to issue bonds, notes or make inter-fund loans for such purpose (together, the “Projects”);
18 and
19 WHEREAS, several City residents challenged the results of the November 2016 special election,
20 alleging that the City did not comply with certain technical and procedural requirements related to the public
21 notice process; and
22 WHEREAS, the Vermont Superior Court found inconsistencies in the rules for public notices and held
23 that the technical and procedural errors raised by the plaintiffs fell short of the threshold required to justify the
24 extreme remedy of election invalidation; and

25 WHEREAS, Act 134 (2016) passed by the Vermont legislature, effective in 2016, extended the time
26 period by which the City could incur indebtedness against revenues of the Waterfront TIF District for the three
27 properties located within the Waterfront TIF District at 49 Cherry Street and 75 Cherry Street (together, the
28 "Parcels") to June 30, 2021 and extended the period in which the City could retain the municipal and
29 education tax increment for the Parcels to June 30, 2035, and by Resolution adopted May 1, 2023, the City
30 Council approved the retention of municipal and education tax increment for the Parcels for the maximum
31 period and in the amounts as permitted under applicable law, including as authorized under Act 134 (2016);
32 and

33 WHEREAS, in accordance with a request from the City, effective July 1, 2021, Act 73 (2021) of the
34 Vermont legislature further extended the time period by which the City could incur indebtedness against
35 revenues of the Waterfront TIF District for the three Parcels to June 30, 2023; provided that such extension is
36 subject to the City's submission to the Vermont Economic Progress Council ("VEPC") of an executed
37 construction contract with a completion guarantee by the owner of the Parcels evidencing commitment to
38 construct not less than \$50 million of private development on the Parcels; and

39 WHEREAS, the City submitted a substantial change request to VEPC on February 2, 2023, providing
40 the required executed construction contract and completion guarantee to VEPC and requesting formal
41 authorization to incur the remainder of the authorized indebtedness under the Waterfront TIF District, which
42 substantial change request was granted by VEPC on March 30, 2023; and

43 WHEREAS, after such actions, the City issued its \$18,840,000 General Obligation Waterfront Tax
44 Increment Note, Series 2023 (the "Series 2023 Note") on June 21, 2023 to provide financing to the City for
45 the Projects, and to provide an opportunity to limit the overall total debt to be incurred for the Projects pending
46 the receipt of certain grants and additional information regarding development plans for the Parcels; and

47 WHEREAS, the Series 2023 Note matured and, pursuant to City Council resolution adopted on April
48 15, 2024, such Series 2023 Note was refunded and refinanced through the issuance of the City's \$18,840,000
49 General Obligation Waterfront Tax Increment Note, Series 2024 (the "Series 2024 Note") issued May 31,
50 2024 and maturing May 15, 2025; and

51 WHEREAS, the City continues to work with the private developers on the finalization of the
52 development for the Parcels, pursuant to the Development Agreement with Cityplace Partners, LLC, which
53 has requested an extension of time for the developer to meet certain conditions with respect to the payment
54 obligations of the City; and

55 WHEREAS, the City has been awarded a \$22,384,000 Rebuilding American Infrastructure with
56 Sustainability and Equity (RAISE) Grant for construction of the Great Streets Bank and Cherry project, and to
57 build two new segments of Saint Paul Street and Pine Street, and for a workforce development program that
58 further supports the long-term viability of the Projects; and

59 WHEREAS, the City has received two funding awards under the State of Vermont Sales Tax
60 Reallocation Program in the amount of \$987,059 (2023) and \$1,250,000 (2024) to support the public
61 improvements associated with the Projects, and the City is in the process of confirming these changes and
62 acknowledging them as part of the overall project budget; and

63 WHEREAS, the City is currently waiting on the determination of certain additional grant applications,
64 the progress for meeting conditions under existing development agreement for the Projects, and the
65 finalization of additional development plans for the Parcels, which is projected to provide additional tax
66 increment; and

67 WHEREAS, in connection with the City's submission of its substantial change request, the City
68 notified VEPC of its intention to issue one or more redeemable short-term notes in order to have the
69 opportunity to minimize the eventual indebtedness of the Waterfront TIF District; and

70 WHEREAS, to limit the overall total debt to be incurred for the Projects and to provide an opportunity
71 for a reduction in risk to the taxpayers if the City receives such pending grants and depending on the results of
72 such additional development plans, the City is currently exploring the possibility of issuing one or more notes
73 to refinance the Series 2024 Note and extend the maturity date thereof; and

74 WHEREAS, Section 801 of the Tax Increment Financing Districts Rule adopted by VEPC permits the
75 refinancing of existing TIF district debt in order to take advantage of improved rates or terms without the need
76 for public vote or prior notification of VEPC; and

77 WHEREAS, the City is soliciting proposals from underwriting firms and financial institutions to sell,
78 in a negotiated or competitive sale, one or more notes to refinance the Series 2024 Note; and

79 WHEREAS, the City Council wishes to authorize the City's Chief Administrative Officer to approve
80 the final terms of such general obligation tax increment financing notes without the requirement for prior
81 approval by the City's Board of Finance so long as the true interest cost of such notes does not exceed six
82 percent (6.00%) per annum, and to authorize the City's Board of Finance to approve the final terms of such
83 notes in the event the true interest cost of such notes exceeds six percent (6.00%) per annum;

84 NOW, THEREFORE, BE IT RESOLVED that the City Council has determined that it is necessary to
85 pledge the credit of the City in an amount not to exceed \$18,840,000 in the aggregate principal amount and to
86 issue notes, including one or more notes that may be subject to early redemption and prepayment, in
87 connection therewith (the "Obligations") to finance the public improvements and related costs attributable to
88 the Projects within the Waterfront TIF District; and

89 BE IT FURTHER RESOLVED, that the Obligations may be sold in a private placement, public
90 offering, competitive sale, or negotiated sale with one or more underwriters or underwriting firms, may be
91 issued on a taxable or tax-exempt basis, and the City may enter into a bond purchase agreement or loan
92 agreement with the lender, underwriter, or the Vermont Bond Bank, as the case may be, for such purpose; and

93 BE IT FURTHER RESOLVED that the pledging of the City's credit for such Obligations is hereby
94 authorized, with the amount, the term, and the form of the evidence of indebtedness to be issued, the interest
95 rates, and payment schedule, to be further determined by the Chief Administrative Officer or the Director of
96 Finance; provided that the true interest cost for the Obligations as determined by the Chief Administrative
97 Officer, shall not exceed six percent (6.00%) per annum; and

98 BE IT FURTHER RESOLVED that in the event that the true interest cost of the Obligations would
99 exceed six percent (6.00%) per annum, the prior approval of the City's Board of Finance shall be required; and

100 BE IT FURTHER RESOLVED that the Obligations, when issued and delivered, shall be valid and
101 binding general obligations of the City payable according to the terms and tenor thereof from tax increments
102 from properties within the Waterfront TIF District, which tax increments may be pledged to the payment of
103 such Obligations; and

104 BE IT FURTHER RESOLVED that the full faith and credit of the City shall be pledged to payment of
105 the Obligations in the event that the tax increments from properties within the Waterfront TIF District are not
106 sufficient to pay the principal and interest on the Obligations; and

107 BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of
108 Finance and the Assistant Director of Finance are, and each one of them is, hereby authorized and directed to
109 prepare one or more Official Statements of the City as they deem necessary in the City's best interest. The
110 Mayor, the Chief Administrative Officer, the Director of Finance, and the Assistant Director of Finance are,
111 and each one of them is, hereby authorized to execute and deliver one or more final Official Statements and to
112 execute and deliver such agreements, including one or more bond purchase agreement with the purchaser or
113 underwriter(s) for the Obligations, continuing disclosure certificates, certificates as to use of proceeds and all

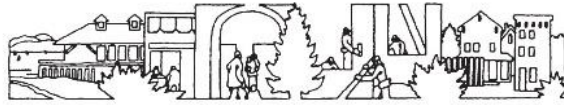
other documents, agreements and instruments necessary or convenient in connection with the issuance of the
Obligations; and

BE IT FURTHER RESOLVED that, if in the opinion of the Chief Administrative Officer and/or the
Director of Finance, it is desirable and in the City's best interest to obtain bond insurance for the Obligations,
the Mayor, the Chief Administrative Officer, and the Director of Finance are, and each one of them is, hereby
authorized, to enter into such agreements and instruments with the insurer in order to obtain a bond insurance
policy for the Obligations; and

BE IT FURTHER RESOLVED, that any defect or irregularity in the holding of the November 6, 2016
or the public notice issued for such special meeting was the result of oversight, inadvertence or difference of
interpretation of applicable law and rules, and all acts and things heretofore done by the officers of the City
and its City Council, in, about, or concerning the public notice for such special meeting and the conducting the
vote at the meeting held November 6, 2016 are hereby validated and confirmed; and

BE IT FURTHER RESOLVED, that, as permitted by statute, the City has approved the retention of the
municipal and education tax increment for the Parcels for the maximum period and in the amounts as
permitted under applicable law, including as authorized under Act 134 (2016), and hereby ratifies such
approval.

TM/ER/Resolutions 2025/Authorization for Refinancing City of Burlington's \$18,840,000 General Obligation Waterfront Tax Increment Note,
Series 2024
4/23/25



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

To: Board of Finance and City Council
From: Brian Pine, CEDO Director
David G. White, White + Burke Real Estate Advisors (TIF consultant for the City)
Date: April 28, 2025
Re: Resolution to authorize refinancing \$18,840,000 in a project note for Waterfront TIF District public improvements associated with Burlington Square (formerly CityPlace Burlington)

Summary

On May 1, 2023, the City Council authorized the borrowing of up to \$18,840,000 to fund the public infrastructure improvements associated with the CityPlace project. The CityPlace Partners have recently chosen to use the trade name for the redevelopment project of Burlington Square, so we will use that reference in this memo. The property is still owned by the City Place Partners, LLC. This resolution seeks authorization for the second refinancing of the project note since the current note reaches maturity on May 31, 2025. We have previously secured all necessary approvals, including from the voters and the City Council, to enable this borrowing.

Background

This memo is intended to bring the City Council up to date relative to the planned refinancing of project notes to help pay for the public improvements associated with Burlington Square.

By way of a reminder, before the City was allowed to issue any TIF debt for the public improvements associated with the redevelopment of the property known as Burlington Square, the City was required to provide the VT Economic Progress Council (VEPC) with construction contracts for the private development totaling not less than \$50 million along with a construction completion guarantee. This requirement was imposed by the VT General Assembly (state legislature) in 2016 when they authorized the extension of the Waterfront Tax Increment Financing (TIF) district for the three properties (at 49 Cherry Street and 75 Cherry Street) that formerly comprised the Burlington Town Center and the “LL Bean” buildings. The conditions of VEPC approval have been met, and the full borrowing was authorized.

Finances

The City Council and the voters previously authorized bonding and related costs up to \$21,830,000 for the public improvements associated with Burlington Square. Of this, \$21.83 million, \$801,000 of bonds have already been issued, and \$814,380 in Related Costs spent. The funding for Related Costs has come from the incremental tax revenue and not from proceeds of a bond or note. Based on the projected costs of managing the District and audits performed by the State Auditor, we also expect \$1,569,138 in Related Costs between FY2023 and FY 2036. This resulted in the capacity to borrow up to \$18,840,000 through bonding or through project notes. After consultation with the City's bond counsel and the City's outside financial advisors, the City chose to issue a project note, rather than a bond, for financing. When a municipality needs to finance a project on an interim basis until such time that a bond can be issued, project notes are the financing instrument of choice. Project notes are short-term debt obligations issued to finance a project past a specified milestone, or to fund multiple small projects on a short-term basis. The advantage of using project notes is that it allows the City to pre-pay any funds that are not needed or that exceed the amount that can be repaid from the property tax increment of the TIF District, giving additional protection to the taxpayers and giving the City substantial flexibility while we pursue additional funding sources and the Burlington Square developers secure financing for the North Building of their project.

On June 21, 2023, the City previously issued its \$18,840,000 General Obligation Waterfront Tax Increment Note to provide financing to the City for the public improvement projects and to preserve the opportunity to limit the overall total debt to be incurred for the public improvements pending the receipt of certain grants and final details regarding development plans for the North Building. Once the final amount of debt is determined, which will not exceed the \$18,840,000 already borrowed, the City will pay off the note and issue long-term tax-exempt bonds to lower the cost of borrowing and lock in the lowest possible borrowing cost for the maximum period of time. The Council authorized the refinancing of the 2023 Note in May of 2024 and this request is for authorization to refinance that Note.

As part of the City's submission of its substantial change request, the City notified VEPC of its intention to issue one or more redeemable short-term notes in order to have the opportunity to minimize the eventual indebtedness of the Waterfront TIF District and to minimize risk to the taxpayers. This also included a clear indication that long-term bonds would be used at the appropriate time to refinance the notes to obtain the most favorable terms available in the market. Approval by the City Council to continue using this approach, represented in the attached resolution, will enable the City to re-finance the existing note while exercising fiscal prudence to minimize potential financial risk to taxpayers and to ensure that the City has the requisite funding available to meet its obligations to pay for the public improvements. Council approval is required for the City to issue a formal request for proposals from

underwriting firms and financial institutions to sell, in a negotiated or competitive sale, one or more notes to refinance the prior note.

Motions

Board of Finance: To approve and recommend that the City Council waive the reading and adopt the proposed resolution to authorize refinancing \$18,840,000 in a project note for Waterfront TIF District public improvements associated with Burlington Square (formerly CityPlace Burlington).

CC: To waive the reading and adopt the proposed resolution refinancing \$18,840,000 in a project note for Waterfront TIF District public improvements associated with Burlington Square (formerly CityPlace Burlington).

We will be in attendance at the Board of Finance and City Council meetings on April 28 to answer any questions that may arise, but feel free to reach out to discuss at 802-578-6953 or bpine@burlingtonvt.gov.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Clerk Treasurer/CEDO Submitter: Brian Pine
Title/Subject: Authorization for Refinancing City of Burlington's \$18,840,000 General Obligation Waterfront Tax Increment Note, Series 2024

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

4/28/2025

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
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4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/21/2025	Brian Pine
Mayor's Office	Yes	4/23/2025	Erin Jacobsen
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	N/A	4/23/2025	
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	4/23/2025	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	4/23/2025	Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.



Memo

Date: April 28, 2025

To: Board of Finance and City Council

From: Laura Wheelock, PE, City Engineer/Division Director – Technical Services

CC: Chapin Spencer, Director of Public Works
Lynn Reagan, Interim Director of Human Resources

Subject: DPW – Technical Services Reorganization

Executive Summary

We propose a reorganization within the group to eliminate the vacant Regular, Full-time, Exempt, Non-Union, Grade 18 Planner position and create a Regular, Full-time, Exempt, Non-Union, Grade 19 Associate Public Works Transportation Engineer position. This change will better support the City's heavy capital project workload while also improving the General Fund's financial performance by approximately \$70,000 through replacing an unbillable planning position with a billable project management/technical position.

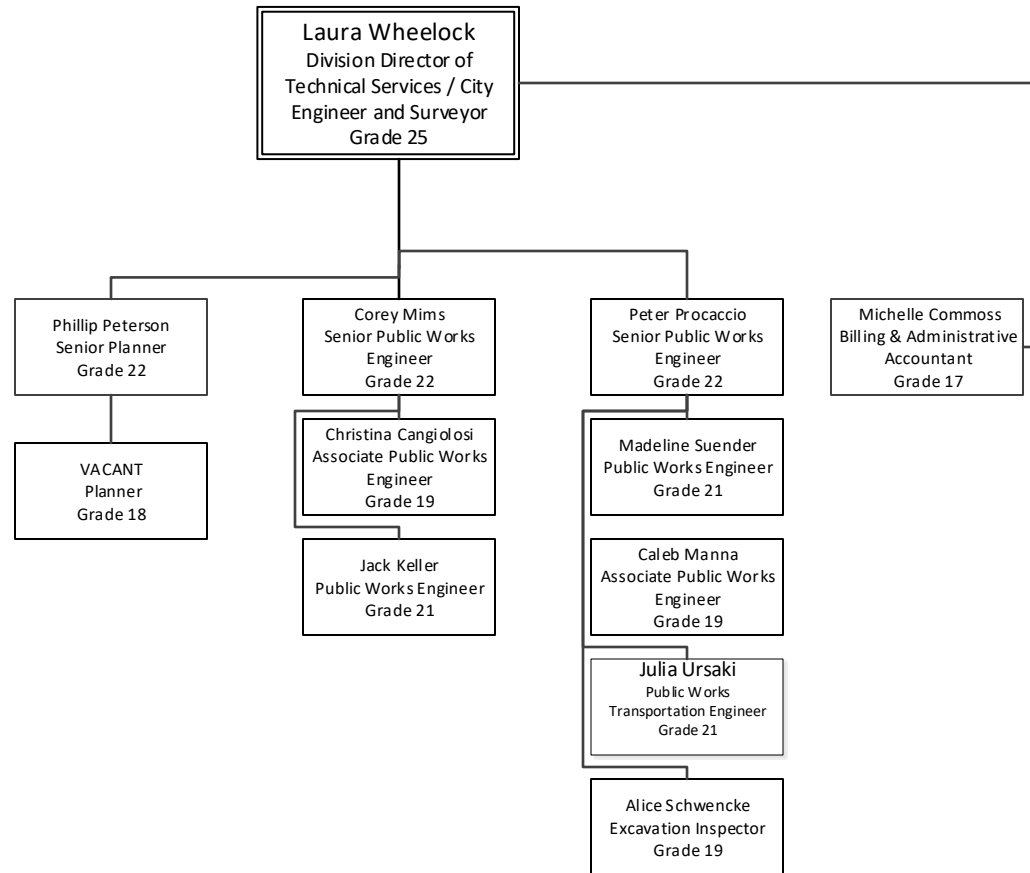
Background

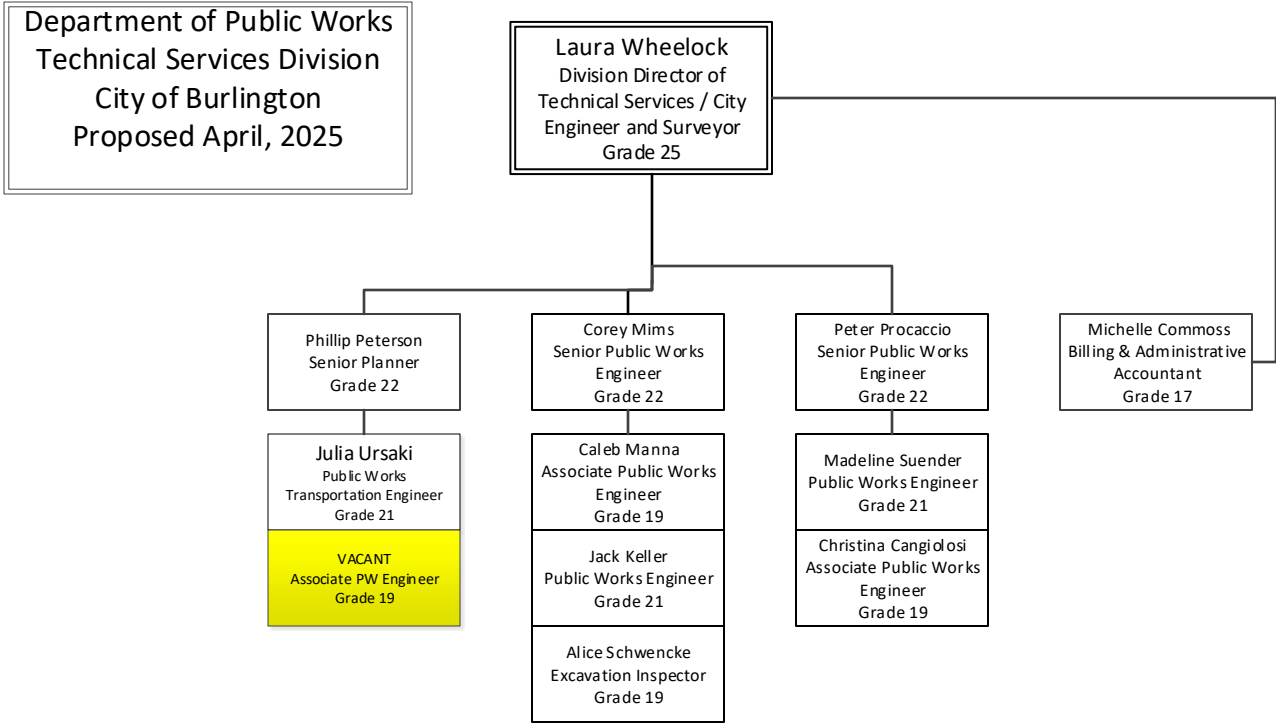
The Department of Public Works – Technical Services (DPW-TS) has a very large number of complex capital projects actively in design and construction. Over the last year, DPW-TS has finally been able to hire key positions and get back to nearly full staffing. We have left an unbillable Planner position open for 18 months while we evaluated the City's future capital needs and worked to save the General Fund money. Based on the work in front of this division including the Town Meeting Day GO Bond approval, it is clear that additional horsepower to manage existing projects is needed—and that the vacant Planner position is no longer the right skill set for our current needs.

Cross departmental collaboration recently has allowed for our team to function best with only one Senior Planner. At the same time we recognize that a significant shift in work type with successful receipt of large federal grants projects throughout our transportation network resulting in existing staff stretching to accommodate new work load.

One strategy that has been used to buffer this work load is use of seasonal engineering interns. DPW-TS consistently employs two or three seasonal positions who have been completing engineering and

Department of Public Works
Technical Services Division
City of Burlington
October, 2024





City of Burlington Job Description

Position Title: Planner

Department: Department of Public Works

Reports to: Senior Planner

Pay Grade: 18

Job Code: TBD

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose: Under the supervision of the Senior Planner within the Engineering Division and indirectly supervising the Associate Planner, the Planner promotes and implements the City's transportation vision, goals, and objectives through planning, scoping, and implementation of improvements for motorized and non-motorized transportation within the public right-of-way for the City of Burlington. The Planner is distinguished by the knowledge of basic operating procedures and policies and ability to make independent decisions regarding technical tasks. The Planner provides assistance for projects and programs; reviews the work of the Associate Planner; and has work assigned, reviewed, scheduled, and prioritized by the Senior Planner.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The "Qualifications/Basic Job Requirements" and the "Physical and Mental/Reasoning Requirements and Work Environment" state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Considers long-range, short-term, annual, and daily transportation issues. Participates in all stages of project and program development: definition, planning, analysis, procurement, design, implementation, and management of projects and programs that advance the Municipal Development Plan, City policies, and community priorities for the transportation system. Monitors and reports performance.
- Collaborates and works cooperatively. Communicates regularly with officials at all levels within the City administration; City departments; local, regional, and state transportation planners, engineers, and providers; consultants and contractors; and the public.
- Balances needs and resources. Collaboratively prioritizes projects and develops conceptual improvement plans that balance the needs of the public, the City, and the region with the availability and constraints of known resources. Manages project budgets and makes recommendations for payments to contractors and consultants.
- Advances projects from planning to construction. Transitions projects to Public Works Engineers and/or procures resources through competitive bid selection and prepares contracts to implement projects and programs. Prepares and/or reviews transportation planning reports, cost estimates, project budgets, and reviews traffic studies and engineering plans.

- Encourages inclusivity. Understands the importance of diverse participation and includes all relevant stakeholders in project and program development. Advances public participation and outreach for the Engineering Division.
- Provides technical assistance. Develops and reviews proposals. Prepares project plans and budgets. Provides project review. Researches and provides conceptual designs. Collects and analyzes data. Stays abreast of and ensures compliance with local, State, and Federal rules and regulations.
- Oversees small construction projects. Performs infrastructure assessments and field inspections. Samples and tests materials as needed. Monitors the performance of contractors and consultants to ensure the success of the projects.
- Applies transportation engineering principles. Reviews and responds to results of surveying, mapping, and modeling.
- Serves as a liaison. Represents the City and advocates for the City's interests on various standing and ad-hoc boards and committees.
- Reviews the work of the Associate Planner.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Job Requirements:

- Bachelor's degree from an accredited college or university with major coursework in urban/regional planning, geography, civil engineering, architecture, or a related field. In the case of an unrelated Bachelor's degree, demonstrated knowledge and experience in planning or civil engineering in a municipal setting is required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Four years of professional planning experience including one year of project or program management required. Experience in working in a municipal setting preferred.
- Knowledge of the principles, practices, and techniques of transportation planning.
- Ability to apply planning principles into construction and maintenance of facilities.
- Ability to compile and evaluate complex plans to develop recommendations.
- Ability to follow civil engineering principles, environmental review, site plans, architectural drawings, and topographical maps.
- Knowledge of State and Federal laws, policies, and regulations related to the field of urban transportation.
- Ability to facilitate and attend meetings at times other than regular business hours.
- Ability to assess situations, solve problems, manage multiple projects, work effectively under stress, within deadlines, and in public situations.
- Ability to organize work and set priorities to meet deadlines.
- Ability to administer contracts and manage budgets.
- Ability to record and maintain information for future access.
- Ability to prepare spreadsheets, reports, presentations, outreach materials, and limited mapping/design in a Windows environment.

- Ability to establish and maintain effective working relationships and use good judgment, initiative, and resourcefulness when dealing with the media, the public, other employees, elected officials, consultants, contractors, and other government entities.
- Ability to communicate clearly, professionally, diplomatically, and persuasively both orally and in writing.
- Ability to supervise the work of others.
- Ability to provide excellent customer service.
- Ability to follow written and oral instructions.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

X	Seeing	X	Ability to move distances within and between warehouses/offices	X	Lifting (specify) 50 pounds
X	Color perception (red, green amber)		Climbing	X	Carrying (specify) 50 pounds
X	Hearing/listening		Ability to mount and dismount forklift/truck	X	Driving (local/over the road)
X	Clear speech		Pushing/pulling	X	Analysis/comprehension
X	Touching _X_ dexterity _X_ hand _X_ finger	X	Math skills _X_ basic _X_ complex	X	Judgment/decision making
X	Reading _X_ basic _X_ complex	X	Clerical		Pressurized equipment
X	Writing _X_ basic _X_ complex	X	Outside	X	Inside
	Shift work	X	Extreme heat	X	Moving objects
X	Works alone	X	Extreme cold		High places
X	Works with others		Noise		Fumes/odors
X	Verbal contact with others		Mechanical equipment		Hazardous materials

☒	Face to face contact	☐	Electrical equipment	☒	Dirt/dust
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Supervision:

Directly Supervises: __0__

Indirectly Supervises: __1__

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created July 2016, revised February, 2020

City of Burlington Job Description

Position Title: Associate Public Works Transportation Engineer

Department: Department of Public Works

Reports to: Senior Public Works Engineer

Pay Grade: 19

Job Code: 1058

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose: Under the general supervision of a Senior Public Works Engineer and on occasion the Public Works Transportation Engineer, the Associate Public Works Engineer is responsible for entry and mid-level professional, data collection, administrative engineering, and project management of small projects. Work involved in the development and implementation of various civil engineering projects within the public right-of-way for the City of Burlington, generally including streets, sidewalks, multi-modal transportation facilities, traffic operations, and structures but excluding water, wastewater, and stormwater design.

Essential Job Functions: (This section outlines the fundamental job functions that must be performed in this position. The “Qualifications/Basic Job Requirements” and the “Physical and Mental/Reasoning Requirements and Work Environment” state the underlying requirements that an employee must meet in order to perform these essential functions. In accordance with the Americans with Disabilities Act, reasonable accommodations may be made to qualified individuals with disabilities to perform the essential functions of the position.)

- Assist the community, the City Administration, and all departments and commissions in developing engineering plans/drawings, specifications, and cost estimates for construction and/or improvements to roads, structures and facilities.
- Collaborate and work cooperatively. Communicate regularly with officials at all levels within the City administration; City departments; local, regional, and state transportation planners, engineers, and providers; consultants and contractors; and the public.
- Balance needs and resources. Collaboratively prioritize projects and develop conceptual improvement plans that balance the needs of the public, the City, and the region with the availability and constraints of known resources.
- Encourage inclusivity. Understand the importance of diverse participation and include all relevant stakeholders in project development. Advance public participation and outreach for the Engineering Division.
- Monitor and manage the performance of contractors and consultants to ensure success of the projects including routine communication.
- Manage infrastructure assets and asset management programs, input and updates, and reporting.
- Project management of small transportation enhancement projects or replacement of existing assets contracts
- Assist with maintenance of financial records for projects and make recommendations for payments to contractors and consultants.

- Solicit and utilize the services of consulting engineering and designers.
- Represent the City, coordinate, and organize various large and small scale public forums and meetings.
- Support in-house traffic engineering and safety projects from conceptual design to project completion. Prepare preliminary plans, specifications and bid documents, including an engineer's opinion of probable cost. Estimate construction quantities and costs. Document and make recommendations for appropriate plan deviations or variances from a standard as appropriate.
- Prepare and/or review transportation planning reports, traffic studies, and traffic engineering specifications/plans/estimates of cost, construction schedules, and project budget, design and construction details relative to individual traffic projects.
- Collect and analyze data.
- Update, input, and correct asset management data with GIS or other software platforms.
- Stay abreast of and ensures compliance with local, State, and Federal rules and regulations. Ability to determine appropriate implementation of such standards where applicable.
- Provide survey support to projects.
- Perform field inspections of projects.
- Review traffic requests and prepare staff recommendations for Senior Staff's review. Communicate proposals to the public to form collaborative solutions that balance needs of all stakeholders.
- Perform Traffic Engineering studies under the direction and guidance of an engineer (Traffic Signal Warrant Studies, Stop Control Warrant Studies, etc.).
- Place, install and maintain traffic counting equipment for the purpose of collecting traffic related volume and speed data.
- Draft/prepare traffic regulation amendments for the legal process.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Civil Engineering or ability to obtain within 6 months is required; a Bachelor's Degree in a related field may be considered. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- No minimum experience is required for this position.
- Demonstrated surveying experience required.
- Strong computer drafting skills (AutoCAD, etc.) required.
- Competent in developing plan sets making use of AutoCAD required.
- Strong experience with ESRI products preferred.
- Construction and/or project management experience preferred.
- Ability to communicate effectively both orally and in writing required.
- Ability to work with a diverse population with a strong commitment to equity and inclusion, among City staff and the general public.

- Familiarity with computer programs, such as spreadsheet and word processing.
- Ability to establish and maintain good relations with co-workers.
- Ability to receive constructive criticism and react appropriately.
- Must be able to assess situations, solve problems, manage multiple projects, work effectively under stress, within deadlines, and in public situations.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Ability to facilitate and attend meetings at times other than regular business hours.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position.

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 50 pounds)
x	hearing/listening	x	carrying (specify 50 pounds)
x	clear speech		climbing
x	touching	x	driving
x	dexterity x hand x finger		ability to mount and dismount forklift
	reading – basic		pushing/pulling
x	reading – complex		shift work
	math skills – basic		moving objects
x	math skills – complex		pressurized equipment
	writing – basic	x	extreme heat
x	writing – complex	x	extreme cold
x	analysis/comprehension		high places
x	judgment/decision making	x	noise
x	clerical		fumes/odors
x	inside	x	dirt/dust
x	outside		hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created 12/2004; sent to union 1/13/05; 1/28/05. Revised May 19, 2014; Revised July 2018;
Revised November 2021. July 2022

technical work to support the City's alternative transportation, traffic calming, paving, sidewalk, and grant funded projects. The consistent use of interns to complete our fundamental work supports our need to shift the types of positions in our group by adding one Associate Public Works Transportation Engineer position. DPW wants to recognize the important role an engineering internship plays to development of our new engineers, but also that training interns annually to complete these tasks takes staff hours to develop a new employee.

Financial Impact

DPW-TS is a division that make use of billing time to Federal/State grant source for project management time, and other non-general fund sources. The Planner position within the group was unbillable to non-General Fund sources. The proposed Associate Public Works Engineer is conservatively assumed to be 50% billable. This will result in the position being able to cover the change in grades of the position and provide additional relief of the burden of this employee from the General Fund. The anticipated revenue that this position would bring to the City is approximately \$75,000 to support covering the costs of the position – making this a net positive change (~\$70,000) from having an unbillable Planner position.

The chart below shows just the narrow salary change and not the benefit of shifting this position to billable work.

Current Grade	Current Salary	New Grade	New Salary	Difference
18	\$69,900	19	\$75,720	\$5,820

Motions

Board of Finance Motion:

To recommend that City Council approve the:

- Elimination of the vacant Regular, Full-time, Exempt, Non-Union, Grade 18 Planner position in the Technical Services Division of the Department of Public Works.
- Creation a Regular, Full-time, Exempt, Non-Union, Grade 19 Associate Public Works Transportation Engineer position in the Technical Services Division of the Department of Public Works.

City Council Motion:

To approve the:

- Elimination of the vacant Regular, Full-time, Exempt, Non-Union, Grade 18 Planner position in the Technical Services Division of the Department of Public Works.
- Creation of a Regular, Full-time, Exempt, Non-Union, Grade 19 Associate Public Works Transportation Engineer position in the Technical Services Division of the Department of Public Works.

Attachments:

1. Existing and Proposed Organization Chart
2. Eliminated Planner Job Description
3. Created Position – Associate Public Works Transportation Engineer Job Description

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: DPW Submitter: Laura Wheelock/Chapin Spencer

Title/Subject: DPW Tech Srvc Reorganization

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

4/28/2025

Instructions

1. This form must be completed by the person submitting the materials.
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4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/21/2025	Chapin Spencer
Mayor's Office	Yes	4/23/2025	Erin Jacobsen
Board/Commission	Choose an item.	4/28/2025	Board of Finance
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	4/22/2025	Erik Ramakrishnan
CAO for budget, financing, and memo	Yes	4/23/2025	Katherine Schad
Human Resources, if personnel action or policy	Yes	4/22/2025	Tony Berry Lynn Reagan
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

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: April 28, 2025

SUBJECT: Request to Execute a Contract with Jacobs Engineering Group, Inc. (JEG) for Taxiway C/G Rehabilitation Project Design and Construction Oversight Services.

REQUEST

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

1. To Execute a Contract with Jacobs Engineering Group, Inc. (JEG) for Taxiway C/G Rehabilitation Project Design and Construction Oversight Services.

EXECUTIVE SUMMARY AND BENEFITS ANTICIPATED

1. Project Summary:

This project is to provide engineering design and construction observation to rehabilitate Taxiway C at Patrick Leahy Burlington International Airport. The project limits include a portion of Taxiway G, which intersects Taxiway C toward the eastern limit of the project. The pavement on this portion of Taxiway G is of similar age and condition as Taxiway C. The area is approximately 315,000 square feet (7.23 Acres). The project includes data collection (field survey and geotechnical exploration) to gain a thorough understanding of the existing conditions and pavement section. JEG will conduct an evaluation of existing grades, particularly cross slopes, to determine what corrective efforts will be required to meet FAA grading criteria. It is anticipated that variable depth milling will be required throughout the

project limits to provide adequate cross slope and positive drainage. The scope includes data collection, preliminary and final design, permitting, bidding and project administration. The scope also covers construction administration, resident engineering.

2. Benefits Anticipated:

The project will provide a safer and more efficient airfield environment by rehabilitating the Taxiway C-G. The current taxiway has exceeded its useful life and is showing signs of distress through heaving, rutting, bleeding and weathering which often leads to raveling and foreign object debris issues. This is also supported by the Airport's Pavement Management Plan, as evaluated the pavement condition rating indicates the need for this rehabilitation. Construction is to occur over a single season in spring/summer of 2026.

PROJECT APPROACH

Jacobs Engineering Group (JEG) was selected to provide the design and construction inspection services through the Airport's selection process by meeting standards by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all Airport Improvement Program (AIP) grant funded projects. For FAA AIP projects a qualification based process with an independent fee estimate (IFE) is completed for projects. Anything over \$100,000.00 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed a record of negotiations (RON) is completed if needed, dependent in the results IFE.

FUNDING:

The funding is anticipated from the FAA through the typical AIP process, with 90% of the funds coming from a Federal Fiscal Year 2025 entitlement and discretionary appropriation and the remaining 10% coming from a combination of State of Vermont match and the Passenger Facility Charge (PFC) program.

A portion of the Jacobs engineering consulting contract work is happening during the City's Fiscal Year 2025. This is necessary to prepare the grant submission documents. A Budget Amendment for this work was submitted separately to the Clerk Treasurer's office as it was within the Department Head's authority. The remaining construction oversight will occur in the City's Fiscal Year 2026-2027. That work will commence after the federal grant is received.

PROPOSED MOTIONS:

Board of Finance Proposed Motion:

“To authorize the Director of Aviation, to execute a contract with Jacobs Engineering Group, Inc. in the amount of up to \$380,961.00 as allowed by the grant, for the Taxiway C/G Rehabilitation Project Design and Construction Oversight Services, subject to review and approval of the City Attorney’s Office.”

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo
Request to Execute a Contract with Jacobs Engineering Group, Inc. (JEG) for
Taxiway C/G Rehabilitation Project Design and Construction Oversight
Title/Subject: Services.

Approval Requested:

- ☒ Board of Finance
☐ City Council
☐ Both BOF and Council

Meeting Date:

4/28/2025
Click or tap to enter a date.
Click or tap to enter a date.

Instructions

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Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/2/2025	Nicolas Longo
Mayor's Office	Yes	4/23/2025	Erin Jacobsen
Board/Commission	Yes	4/2/2025	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Yes	4/16/2025	Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	4/23/2025	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	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: April 28, 2025

SUBJECT: Request to Execute a Contract Amendment with Engelberth Construction, Inc (Engelberth) for Project NexT the North Concourse Replacement Project, to accept and execute an additional Federal Aviation Administration (FAA) Grant Application 3 for construction of the North Concourse Replacement Project "Project NexT".

REQUEST

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

1. To Execute a Contract Amendment as contemplated with Engelberth Construction, Inc (Engelberth) for Project NexT the North Concourse Replacement Project which includes new passenger boarding bridges and the existing second floor renovation.
2. To accept and execute an additional Federal Aviation Administration ("FAA") grant application 3 for passenger boarding bridges and the existing second floor renovation, related to the construction of the North Concourse Replacement Project "Project NexT".

EXECUTIVE SUMMARY AND BENEFITS ANTICIPATED

1. Project Summary:

Project NexT - North Concourse Replacement Project includes new concourse replacement (approximately 25,000 SF of new gross floor area on the second level, with the first level

available for storage); removal of the existing dated concourse; four (4) new aircraft gate replacements; four (4) new passenger boarding bridge replacements, new passenger circulation and hold room space.

Furthermore, integral to this project is the addition of a third floor dedicated to office space, catering to airport administration needs, alongside a versatile public event and observation area. This space will boast both indoor event facilities and outdoor patio areas, offering a dynamic experience for visitors, guests, and events.

This ambitious project is not just about accommodating larger aircraft and boosting passenger capacity; it's about ushering our terminal into the future with modern amenities tailored to meet the demands of the next generation of travelers.

The urgency and significance of replacing this portion of the terminal cannot be overstated. As the beating heart of our busiest terminal area, its seamless operation is fundamental to the overall success and efficiency of our airport. By prioritizing this vital upgrade, we are not only ensuring smoother, safer operations but also enhancing the overall experience for travelers passing through our gates.

As we embark on this transformative journey, we remain steadfast in our commitment to delivering a world-class terminal that not only meets but exceeds the expectations of our passengers and stakeholders. With each milestone achieved, we move one step closer to realizing our collective vision of a modern, efficient, and passenger-centric airport experience.

In line with our forward-thinking vision and mission at Leahy BTV, sustainability lies at the core of this new development. The design incorporates a myriad of elements aimed at minimizing environmental impact.

The project consists of the construction and demolition and removal of the existing outdated north concourse and the construction of the new north terminal concourse, Project NexT. The outdated area would then be used for airport apron, allowing additional space between the terminal building and Taxiway Alpha. Currently the dimensions of this apron between building and active taxiways are far too small to allow the appropriately sized aircraft to park, resulting in unusable gate/apron space for the majority of the commercial aircraft utilized by our partner airlines requiring access.

2. Benefits Anticipated:

This upgrade will provide the much-needed shift to the new north concourse. This will provide a significant level of comfort and safety where passengers have adequate room to wait for their flight. The interior of the new building will be designed according to FAA standards and provide

the space needed for passenger quantities and future forecast, which currently does not exist, for all of the aircraft sizes that use Leahy BTV.

This project as mentioned above includes the demolition of the existing North Concourse, which causes encroachment on the Taxiway Alpha safety areas when aircraft are maneuvering into and out of their gate positions. The Terminal expansion will be located 150'+ farther from Taxiway Alpha, thus improving airfield safety.

PROJECT APPROACH

Jacobs Engineering Group (JEG) was selected to provide the design and construction inspection services through the Airport's selection process by meeting standards by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all airport improvement projects (AIP) grant funded projects. For FAA AIP projects a qualification-based process with an independent fee estimate (IFE) is completed for projects. Anything over \$100,000.00 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed a record of negotiations (RON) is completed if needed, dependent in the results IFE.

After a diligent qualifications review process with 5 proposers, Engelberth Construction was selected as the Construction Manager at Risk (CMAR). A maximum guaranteed construction price will be agreed to.

FUNDING:

The funding is anticipated from the FAA through the typical Airport Improvement Program (AIP) process, with 90% of the funds coming from a Federal Fiscal Year 2024 and 2025 Bipartisan Infrastructure Legislation (BIL) appropriation and the remaining 10% coming from a combination of State of Vermont match and the Passenger Facility Charge (PFC) program. Items covered by this funding:

1. New Passenger Boarding Bridges (PBB)
2. Existing Terminal Second Floor Renovation

Construction work for the two items above will commence during Fiscal Year 2026, after receipt of the grant. The Airport is including this project in it's upcoming Fiscal Year 2026 budget.

PROPOSED MOTIONS:

Board of Finance Proposed Motion:

"To approve and recommend the City Council to authorize the Director of Aviation,

1. "To execute a contract amendment with Engelberth Construction Inc. in the amount of up to \$6,416,012.00, as allowed by the grant, for the construction of Project NexT – North Concourse Replacement Project, subject to review and approval of the City Attorney's Office."
2. "To execute a grant from the Federal Aviation Administration to accept an amount up to \$5,852,172.00, as allowed under the grant, passenger boarding bridges and terminal second floor rehabilitation construction of the North Concourse Replacement Project "Project NEXT" Grant Application 3, subject to review by the City Attorney's Office."

City Council Proposed Motion:

"To authorize the Director of Aviation,

1. "To execute a contract amendment with Engelberth Construction Inc. in the amount of up to \$6,416,012.00 as allowed by the grant for the construction of Project NexT – North Concourse Replacement Project, subject to review and approval of the City Attorney's Office."
3. "To execute a grant from the Federal Aviation Administration to accept an amount up to \$5,852,172.00 as allowed under the grant, passenger boarding bridges and terminal second floor rehabilitation construction of the North Concourse Replacement Project "Project NEXT" Grant Application 3, subject to review by the City Attorney's Office."

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport Submitter: Nicolas Longo
Request to Execute a Contract Amendment with Engelberth Construction, Inc (Engelberth) for Project NexT the North Concourse Replacement Project, to accept and execute an additional Federal Aviation Administration (FAA) Grant Application 3 for construction of the North Concourse Replacement Project
Title/Subject: "Project NexT".

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

4/28/2025

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Signoff Needed	Received?	Approval Date	Note
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Mayor's Office	Yes	4/23/2025	Erin Jacobsen
Board/Commission	Yes	4/2/2025	Airport Commission
City Attorney's Office for memo and contracts or legal documents	Yes	4/16/2025	Erik Ramakrishnan
City Attorney's Office for memo and motion(s) or resolution(s)	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CAO for budget, financing, and memo	Yes	4/23/2025	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.



To: Board of Finance, City Council

From: Mary Danko, Library Director

Date: 04/28/25

Re: Fletcher Free Library Restoration & Preservation Project Neagley & Chase Contract,
Restoration & Preservation of Windows and Masonry to 1904 building

1. PURPOSE

This memo seeks approval to execute a construction contract for the Fletcher Free Library's (FFL) Restoration & Preservation Project with for \$1,827,525.00 with Neagley & Chase (N&C) with additional funds approved for owner's contingency and soft project costs at \$105,000.00 . This amendment will address the **Fletcher Free Library - Restoration & Preservation of Windows and Masonry to 1904 building**

2. BACKGROUND

The Fletcher Free Library (FFL) was founded in 1873 and has proudly inhabited one of the four Carnegie public libraries in Vermont since 1904. Our beautiful Beaux-Arts building was slated for demolition in the 1970s due to a myriad of structural issues. A group of concerned citizens took action to not only restore the original building, but to add the 1981 addition that maintained the individuality and grandeur of the original building that was meticulously designed by famed architect, Walter R.B. Wilcox.

While FFL programs grow and adapt, the physical building limits opportunities. Our next renovation will transform the interior. Upgraded facilities will bring the building up to today's energy efficiency standards, meet modern technological needs, and serve the community into the future – while preserving a Burlington architectural gem.

The Library has worked on a Vision Plan and then a Schematic Design Project for our transformation. During the Schematic Design phase, a building assessment was completed and several areas in need of restoration and preservation were noted.

Exterior restoration and historic preservation are a critical first step to the larger renovation. The exterior of the building is decaying and in urgent need of attention to preserve a deteriorating historic landmark, protect and restore one of the largest public buildings in our City, and move the Library renovation toward the next phase of interior transformation. The historic windows need to be repaired as well as bricks and terra cotta need to be repointed and

replaced as needed, as per recommendations in a 2022 FFL library assessment, to prepare for the larger renovation.

The Restoration & Preservation Project is a continuing project from the Schematic Design (SD) Phase.

4. OVERALL FUNDING SOURCES, BUDGET & ESTIMATE

The entire FFL Restoration & Preservation Project will be funded by several funding sources that are in various stages of acceptance. Each funding source has its own requirements and timelines. All of the funding sources have expressed their willingness to work together on this project as the goal for all of historic preservation of a significant building in the National Register of Historic Places.

1. NEH - National Endowment Humanities – 3:1 Match Required
 - Federal Government/NEH Grant - \$245,425
 - City of Burlington Match - \$736,275
 - **Total NEH Grant & COB Match funding - \$981,700**
 - Grant accepted by BOF/CC on 9/18/23
2. Senator Patrick Leahy CDS - Congressional Directed Spending - 1:1 Match Required
 - Federal Government/National Parks (NPS)-Save America's Treasures (SAT) Grant-\$500,000
 - City of Burlington Match - \$500,000
 - **Total NPS/SAT Grant & COB Match Funding - \$1,000,000.00**
 - Grant acceptance by BOF/CC forthcoming
3. Vermont Historic Preservation –1:1 Match required
 - Vermont Historic Preservation (VHP) Grant - \$20,000
 - City of Burlington Match - \$20,000
 - **Total VHP & COB Match Funding - \$40,000.00**

TOTAL FFL RESTORATION & PRESERVATION PROJECT FUNDING: \$2,021,700.00

5. PROJECT SCOPE for **Fletcher Free Library - Restoration & Preservation of Windows and Masonry to 1904 building**

The City of Burlington and Dore + Whittier entered into a Schematic Design agreement on 1/13/22 to develop Schematic Design documents that were to build off the FFL Visionary Redesign Project done in 2019.

Dore + Whittier performed the services of developing conceptual Schematic Design documents, which included floor plans, elevations, and sections to describe the building at a Schematic level. Design documents showed compliance with program elements, applicable building and zoning codes/setbacks, environmental and conservation requirements, and included provisions for required permits and variances. Design consideration considered alternative energy and energy conservation design and storm water collection and distribution systems. Also, provided site plans showing utilities, parking and access, site improvements and landscaping.

Recommendations were given based on work with City Utilities to include obtaining rebates, grants and efficiencies. Evaluations of the historical structure and the needs and requirements to maintain the integrity and the feel of the building, was developed.

We then entered into an Amendment with D+W in order to continue to undertake further schematic design work specific and detailed for the Restoration and Preservation of the Windows and Masonry of the 1904 building. This included:

- a. Additional site verification and spot-measurement
- b. Consultation with a Construction Manager (CM) to further develop the scope of work and means & methods of construction.
- c. Consultation with VT Division for Historic Preservation on plans for the façade & roof repairs.
- d. Development of schematic design floor plan for scope location, annotated building elevations and/or photographs assembled on drawing sheets indicating façade renovations and reconditioning, conceptual enlarged window elevations and details.
- e. Development of SD-level written specifications for the work.
- f. Review of the drawings and scope of work, and make modifications if needed.
- g. Prepare an estimated conceptual cost prepared by the CM.

The scope was developed and prepared by D+H and the City put out an RFPQ for construction contract. Two bids were received and Neagley & Chase (N&C) was the only complete and satisfactory proposal so was selected as the construction contractor. The construction costs estimated to be paid to N&C is \$1,827,525.00.

At this time, we also request approval for miscellaneous expected and estimated project costs of \$30,000 and a contingency of \$75,000 for total General Project Allowance of \$105,00.00. These costs are the final expenditures for the project. Below is a breakdown of the expected spending of the final project costs:

Total Funds Available	\$ 2,021,700.00
Architect Fees Already Approved	\$ 89,175.00
Construction – Needs approval	\$ 1,827,525.00
General Project Allowance – Needs approval	\$ 105,000.00

In total the library is accepting \$765,425 in grants to cover these costs and the City’s capital committee has approved \$1,256,275 in local match.

The draft Contract (Appendix A) and RFQ (Appendix B) are at the end of this memo.

6. DEPARTMENT RECOMMENDATIONS & MOTIONS

Board of Finance:

“To approve and recommend that the City Council approve the execution, by the Director of the Fletcher Free Library, of a contract and any related documents needed to carry out said contract with Neagley & Chase for the Restoration & Preservation of Windows and Masonry for the Fletcher Free Library in an amount of \$1,826,700 subject to final review and approval of the City Attorney’s Office. Additionally, to approve and recommend that the City Council approve expenditures for a General Project allowance of \$105,000.00 as needed.”

City Council:

“To approve and authorize the execution by the Director of the Fletcher Free Library of a contract and any related documents needed to carry out said contract with Neagley & Chase for the Restoration & Preservation of Windows and Masonry for the Fletcher Free Library in an amount of \$1,826,700 subject to final review and approval of the City Attorney’s Office. Additionally, to approve and recommend that the City Council approve expenditures for a General Project allowance of \$105,000.00 as needed.”

CITY OF BURLINGTON
DRAFT CONSTRUCTION CONTRACT

This Construction Contract ("Contract") is entered into by and between the City of Burlington, Vermont ("the City"), and Neagley & Chase Construction Company ("Contractor"), a Vermont corporation located at 66 Bowdoin Street, Suite 100, 1150 Airport Drive South Burlington, VT 05403.

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 Fletcher Free Library Exterior Envelope Project as specified by Dore and Whittier Architects, Inc[].
- 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 complete envelope improvements to the 1904 "Carnegie Wing" of the Fletcher Free Library including masonry, stone, and terra cotta restoration, lead-based paint abatement, wood windows and doors restoration [].

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

Commented [TD1]: Instructions for Departmental Staff:

1. Use "track changes."
2. Fill in highlighted areas, and insert comments to ask questions.
3. Remove highlights, brackets, and template comments.
4. Gather all attachments with Agreement and email package to the Assistant City Attorney your department works with for approval. Email should have the project name in the subject line.
5. Seek approval as necessary
6. Send to consultant/contractor for first signature.
7. Have department head sign second. No other department staff may sign.
8. Email copy of signed contract to the Assistant City Attorney your department works with.
9. After document is signed, upload and 'tag' the document in ContractWorks.

*Always feel free to ask your Assistant City Attorney questions at any point in this process.

Commented [TD2]: Note to Departmental Staff: The City may only contract with entities registered with the VT Secretary of State to do business in VT.

City Departmental Staff should check first with the entity that entity is registered with the VT Secretary of State.

The City Attorney's Office will insert the appropriate information upon review.

Commented [TD3R2]: If the Consultant is a non-VT entity: "... a [STATE] corporation located at [ADDRESS], registered with the Secretary of State to do business in Vermont, with a Vermont location at [ADDRESS]."

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 November 14, 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) or as follows:, subject to the Maximum Limiting Amount in Paragraph C, below.

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 or as follows:. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting contract amount of \$1,961,000 plus an additional contingency amount of \$60,700 for a total amount of \$2,021,700. 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:

City of Burlington Accounts Payable[Name, address, phone, email]

accountspayable@burlingtonvt.gov

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 **November 15, 2024**
Attachment B: Contractor's Bid Form **dated March 12, 2025**
Attachment C: Burlington Standard Provisions for Construction Contracts
Attachment D: General & Special Conditions

Unless otherwise specified or modified by the Contract Documents, the General & Special Conditions hereby incorporate by this reference as though fully set forth the 2024 VTrans Standard Specifications for Construction (or later edition), available here for reference purposes: <https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024>. Attachment D, including any appendices thereto (the provisions of which apply to this Contract), modifies or supplements the VTrans Standard Specifications for purposes of this Contract.

Attachment E: Burlington **Livable Wage Ordinance Certification**
Attachment F: Burlington **Outsourcing Ordinance Certification**
Attachment G: Burlington **Union Deterrence Ordinance Certification**
Attachment H: Contractor's Certificate of Insurance & Endorsements
Attachment I: **Payment, Performance, and/or Warranty Bonds**

- 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; General & Special

Commented [ER4]: STAFF- Attach Attachment C-1 to Attachment C. This is extremely important.

Commented [ER5]: Ensure these state a liquidated damages amount somewhere.

Commented [TD6]: Note to Departmental Staff: Applicable if the total amount of contract(s) exceeds \$15,000 for any 12-month period, including any subcontractors of such contractor or vendor.

Commented [TD7R6]: Note: Livable Wage Certificates:
a. Require a special field in Contract Works to be filled out; and
b. Must be renewed annually, from date of contract signing, if work will continue past one year.

Commented [TD8]: Note to Departmental Staff: Applicable if total amount of contract is \$50,000 or more.

Commented [TD9]: Note to Departmental Staff: Applicable if total amount of contract is \$15,000 or more.

Conditions shall control over conflicting provisions of Attachment C; 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 Neaglev and Chase Construction Company[Name of Contractor] By: _____ Date: _____
--

City of Burlington Parks Recreation & Waterfront[Department] By: _____ Department Head[Name] Cindi Wight[Title] Date: _____

Commented [ER10]: STAFF: PROTECT YOURSELF FROM HAVING YOUR CONTRACT REPUDIATED!

For a Vermont entity, perform a search at the following site: <https://bizfilings.vermont.gov/online/BusinessInquire>, to confirm the entity is authorized to conduct business, and to ascertain its officers.

Similar sites exist for other states' entities.

For a corporation, unless the consultant presents a corporate resolution authorizing the signatory to sign, request the signature of *two* officers, preferably including:

- (1)The president, CEO, chairperson, or any VP; and
- (2)The CFO/treasurer, secretary, COO, or any assistant CFO/treasurer, secretary, or COO.

For an LLC, typically a member/manager will sign if there is only one member/manager. Otherwise, at least two members/managers should sign, unless presented with an operating agreement authorizing one person to sign.

For a partnership, at least one general partner must sign.

Attachment A:

Notice to Bidders dated November 15, 2024

Commented [ER11]: If on-file, include a reference and explain how a copy may be obtained instead of attaching in full.

Attachment B:
Contractor's Bid Form dated March 12, 2025

Attachment C:
Burlington Standard Contract Provisions For Contractors

**Attachment D:
General & Special Conditions**

Attachment E:
Burlington Livable Wage Ordinance Certification

Commented [TD12]: Note to Departmental Staff: Applicable if the total amount of contract(s) *exceeds* \$15,000 for any 12-month period, including any subcontractors of such contractor or vendor.

Commented [TD13]: Note to Departmental Staff: Attach the Certification form *and* then the ordinance language.

This applies to:
- Attachment D: Burlington Livable Wage Ordinance Certification
- Attachment E: Burlington Outsourcing Ordinance Certification
-Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment F:
Burlington Outsourcing Ordinance Certification

Commented [TD14]: Note to Departmental Staff: Applicable if total amount of contract is \$50,000 or more.

Attachment G:
Burlington Union Deterrence Ordinance Certification

Commented [TD15]: Note to Departmental Staff: Applicable if total amount of contract is \$15,000 or more.

Attachment H:
Contractor's Certificate of Insurance & Endorsements

ATTACHMENT I:
PAYMENT, PERFORMANCE, AND WARRANTY BONDS

**CITY OF BURLINGTON
REQUEST FOR QUALIFICATIONS**

Fletcher Free Library Exterior Envelope Improvements

Date of Issuance: November 15, 2024

Issued by: City of Burlington Department of Parks, Recreation & Waterfront

Questions Due: December 3, 2024 12:00 PM

Answers Due: December 5, 2024 12:00 PM

Due Date for Prequalification Statements: December 6, 2024 12:00 PM

Issue Notifications of Eligibility Status: December 20, 2024

Bid Documents Issued by Dore + Whittier Architects to Qualified Bidders: January 10, 2025

General Contractor Bids and Subcontractor Qualifications Due: February 4, 2025 10:00 AM

Bid Evaluation and Project Awarded: February 7, 2025

Point of Contact: Kim Bleakley, Central Facilities Manager & Capital Project Manager
Parks, Recreation & Waterfront
645 Pine Street, Burlington, Vermont 05401
802.557.7082
kbleakley@burlingtonvt.gov

I. PROJECT BACKGROUND

The City of Burlington, VT (hereinafter, “the City”) is seeking interested General Contractors to submit pre-qualification packages for an exterior envelope restoration and improvements project at the Fletcher Free Library, 235 College Street, Burlington, Vermont 05401. The scope of work for this contract includes envelope improvements on the 1904 “Carnegie Wing” of the Fletcher Free Library, including masonry, stone, and terra cotta restoration, lead-based paint abatement, wood windows and doors restoration, and fabrication and installation of custom sheet metal gutters and downspouts. This property is listed on the National Register of Historic Places. As such, due to the sensitive nature of this important cultural resource, the City will be executing a single contract with a Prequalified General Contractor (GC) for all the work. The City will also require that the Masonry Restoration, Wood Windows and Doors, and Lead-Based Paint Abatement Subcontractors, to be hired by the GC, meet certain minimum experience and personnel qualification requirements for their portions of the work. The City will be using Federal “Save America’s Treasures” grant funding to finance the project. The selected GC will be required to meet all necessary obligations under the federal and state law

associated with such financing including but not limited to having a valid Unique Entity Identifier (UEI) number available from SAM.gov , and insuring that all bids meet the requirements of the Davis-Bacon Wage Act and “Build America, Buy America” (BABA) provisions (as applicable). There may be other procurement requirements which will be listed in the specifications.

II. SCOPE OF QUALIFICATIONS

The scope of qualifications for this project has been professionally specified by local Architect Dore + Whittier Architects, Inc. See Exhibit A for Scope of Qualifications.

III. RESPONSE FORMAT

Contractors should email all response paperwork in PDF format to RFQ Point of Contact no later than December 6, 2024 at 12:00 PM. RFQ POC:

Kim Bleakley, Central Facilities Manager & Capital Project Manager
Parks, Recreation & Waterfront
645 Pine Street, Burlington, Vermont 05401
802.557.7082
kbleakley@burlingtonvt.gov

IV. QUALIFIED CONTRACTOR SELECTION

General Contractors (GCs) must meet the pre-qualification criteria established by the City as outlined, and demonstrate competence and an ability to meet the criteria below:

1. Completed AIA Document A305-2020 (sample attached) with the following exception: If a company does not wish to submit financial statements as required by this AIA Document, the following two documents shall be provided instead:

- a letter from a surety or bonding company stating that the GC construction company may be bonded for the construction amount listed above.
- a letter from the company’s independent auditor stating that the company is in good financial standing and is financially stable to successfully complete the project as outlined herein according to their respective scope of work

and schedule.

The balance of the AIA A305 form must still be completed and provided.

2. Maintain a clear and stable organizational structure, both company-wide and for the Project.

3. Have all necessary registrations/licenses to perform the work.

4. The GC's proposed Project Manager and Site Superintendent planned to be used on this project shall be designated as part of their Qualifications submission, and shall have worked as employees of the applicant firm for the past three (3) consecutive years. Applicants shall clearly highlight conformance to this requirement in their pre-qualification statements. The Project Manager and Superintendent shall have had experience with at least three (3) projects of similar size and scope. Two (2) out of the three projects shall be Historical Renovation, Reconstruction, or Restoration construction projects completed while employed by the applicant firm. Each of these projects shall have reached final completion and received "very good" to "excellent" references, and they shall have been completed within the last fifteen (15) years. All applicants must provide reference information for each of the three (3) projects including the name, mailing or email address, phone number, and title of each reference. Applicants may provide more references if available. Projects performed on historic buildings listed on, or eligible for, a State Historic Preservation Register or the National Register of Historic Places will be rated higher in evaluations.

5. Provide suitable evidence of the capacity to complete the project within the estimated construction schedule and have a current project load that would not interfere with the applicant's ability to perform the work of the Project. All applicants shall provide information (name, location, and type of project, construction cost, schedule and percent completion) for all work currently under contract.

6. Submit evidence of sufficient insurance that will comply with the City's Minimum Insurance requirements for construction projects, "Attachment C-1 – Burlington, VT Insurance and Indemnification" (attached).

No response will be considered accepted until required submission paperwork is received by City Point of Contact.

V. SUBMISSIONS

The City and Design Consultant will review each submission based on the criteria outlined above and apply weighted scores for each criterium. The City will prequalify General Contractors based on this evaluation. Upon request, each applicant may receive a copy of their completed evaluation form with their notification of prequalification status.

VI. EXHIBITS

- A. Exhibit A: Scope of Qualifications
- B. Exhibit B: Page Intentionally Left Blank
- C. Exhibit C: AIA Document A305
- D. Exhibit D: Draft Construction Contract for Your Review
- E. Exhibit E: Burlington Standard Contract Conditions, Federal Standard Conditions and Insurance Requirements to Review for Awarded Contractor
- F. Exhibit F: Burlington Livable Wage Ordinance Certification For Your Review
- G. Exhibit G: Burlington Outsourcing Ordinance Certification For Your Review
- H. Exhibit H: Burlington Union Deterrence Ordinance Certification For Your Review

VII. CONTRACTING

If found eligible to submit a bid, the selected 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 E 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 E 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 Qualifications.

X. COSTS ASSOCIATED WITH REQUEST FOR QUALIFICATIONS

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 request.

XI. INDEMNIFICATION

Any party responding to this Request for Qualifications is acting in an independent capacity and not as an officer or employee of the City. Any party responding to this Request for Qualifications

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 REQUEST

The City reserves the right to reject any or all requests, 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 requests and to extend the deadline for submission of the requests. This Request for Qualifications 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 Qualifications 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 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 contractor 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 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)(9) 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

Scope of Qualifications



**City of Burlington, Vermont
Fletcher Free Library
REQUEST FOR QUALIFICATION
SUPPLEMENTARY INFORMATION FOR
GENERAL CONTRACTORS
For Exterior Envelope Improvements Project
November 15, 2024**

The City of Burlington, VT (hereinafter, "the City") is seeking interested General Contractors to submit pre-qualification packages for an exterior envelope restoration and improvements project at the Fletcher Free Library, 235 College Street, Burlington, Vermont 05401.

The scope of work for this contract includes envelope improvements on the 1904 "Carnegie Wing" of the Fletcher Free Library, including masonry, stone, and terra cotta restoration, lead-based paint abatement, wood windows and doors restoration, fabrication and installation of custom sheet metal gutters and downspouts, and related limited site work for a stormwater infiltration system from gutter downspouts.

This property is listed on the National Register of Historic Places. As such, due to the sensitive nature of this important cultural resource, the City will be executing a **single contract with a Prequalified General Contractor (GC) for all the work.** The City will also require that the Masonry Restoration, Wood Windows and Doors, and Lead-Based Paint Abatement Subcontractors, to be hired by the GC, meet certain minimum experience and personnel qualification requirements for their portions of the work (see below).

Estimated Construction Costs:

The construction budget for this scope of work is: **\$2,000,000 (+-)**

GENERAL CONTRACTOR Pre-Qualification Criteria:

General Contractors (GCs) must meet the pre-qualification criteria established by the City as outlined in the City's RFQ document, issued as part of this package.

Existing Building General Information:

The Fletcher Free Library is the flagship public library for the City of Burlington, located in the downtown Central Business District. The building consists of the original 1904 historically

significant “Carnegie Wing” and the 1981 addition which now functions as the main entrance and houses the main reading space, lending desk, and the majority of the collection.

Only the exterior façade of the 1904 Carnegie Wing of the building and the immediate site adjacent to it are within the scope of work of this project. The floor area of this wing of the building alone is approximately 18,980 SF (+-) on three levels. The overall area of the façades is approximately 10,950 SF; masonry area only is approximately 9,230 SF; window and door opening area is approximately 1,720 SF.

Proposed Project Overview:

The project includes:

- Historic Masonry Restoration: including brick repair and repointing, terra cotta repair and repointing, and stone repair and repointing; a written work plan and schedule, and all means and methods necessary to accomplish this work.

Qualifications for subcontractors intended to work on the project shall be submitted with the bids on a Subcontractor Qualification form to be provided in the Project Manual. Such subcontractors shall demonstrate evidence of minimum qualifications to work on a State-listed or Nationally-registered historic building, generally consisting of:

- Firm being in business at least ten years and on firm financial footing
 - Successful completion of at least three historical restoration projects of similar size and scope, with “very good” or “excellent” client references
 - Key personnel (project superintendent and foreman) each with at least five years’ experience on historic renovations/ restorations
 - Note any professional or technical qualifications or certifications that would distinguish the subcontractor’s technical skill and/or knowledge.
- Historic Wood Window and Door Restoration: including window/ door removal, repair and/or faithful historical reconstruction or reproduction, reassembly, installation of new insulating glazing units, window/ door reinstallation, and weather sealing and recoating exterior surfaces; detailed shop drawings indicating measured existing conditions of all window and door types, submittals, and a written work plan and schedule; all existing building opening weather protection, and means and methods necessary to accomplish this work.

Qualifications for subcontractors intended to work on the project shall be submitted with the bids on a Subcontractor Qualification form to be provided in the Project Manual. Such subcontractors shall demonstrate evidence of minimum qualifications

to work on a State-listed or Nationally-registered historic building, generally consisting of:

- Firm being in business at least ten years and on firm financial footing
 - Successful completion of at least three historical restoration projects of similar size and scope, with “very good” or “excellent” client references
 - Key personnel (project superintendent and foreman) each with at least five years’ experience on historic renovations/ restorations
 - Note any professional or technical qualifications or certifications that would distinguish the subcontractor’s technical skill and/or knowledge.
- Exterior Lead Paint Abatement: to be completed by a separate abatement firm on existing windows and doors prior to commencement of work on the openings restoration project.

Qualifications for subcontractors intended to work on the project shall be submitted with the bids on a Subcontractor Qualification form to be provided in the Project Manual. Such subcontractors shall demonstrate evidence of minimum qualifications to work on a State-listed or Nationally-registered historic building, generally consisting of:

- Firm being in business at least five years and on firm financial footing
 - Successful completion of at least three historical restoration projects of similar size and scope, with “very good” or “excellent” client references
 - Key personnel (project superintendent and foreman) each with at least three years’ experience on historic renovations/ restorations
 - Note any professional or technical qualifications or certifications that would distinguish the subcontractor’s technical skill and/or knowledge.
- Metal Gutters and Downspouts: including shop drawings and submittals, fabrication and installation of copper gutters and downspouts in limited areas of the building, and repair of existing metal gutters as needed; and all means and methods necessary to accomplish this work.
 - Related limited site work for a stormwater infiltration system from gutter downspouts: including shop drawings and submittals, excavation and backfill, installation of downspout receptors, underground drain piping, underground infiltration systems, and related details and appurtenances; and all means and methods necessary to accomplish this work.

Fletcher Free Library
REQUEST FOR QUALIFICATION INFORMATION FOR
GENERAL CONTRACTORS
Exterior Envelope Improvements Project
November 15, 2024

Preliminary Schedule:

The preliminary project schedule is as follows:

11/15/24	Publicly Advertise and Issue RFQ for General Contractor Qualifications
12/3/24	Last day to submit questions on RFQ
12/6/24, 12:00 PM	Due date for prequalification statements
12/20/24	Issue notifications of eligibility status.
1/10/25	Bid documents issued by D+W Architects to prequalified General Contractors. --Bid period 16 working days--
2/4/25, 10:00 AM	General Contractor Bids and Subcontractor Qualifications Due – Bid Opening immediately following
2/5 - 2/7/25	Bid evaluation, leveling, and de-scoping, due diligence completed, project awarded
4/21/25	GC mobilize
4/28/25	Commence Construction (subject to weather conditions)
7/28/25	Construction Substantial Completion and Punchlist
8/18/25	Construction Final Completion including Punchlist

Questions regarding the project may be directed to **Kim Bleakley via email only, until December 3, 2024, 2:00 PM.** Electronic copies of Pre-qualification Applications shall be submitted **via email only** no later than **Noon (12 PM) on Friday, December 6, 2024,**

To:

Kim Bleakley, Central Facilities and Capital Projects Manager

City of Burlington
Parks Recreation & Waterfront Department
645 Pine Street
Burlington, VT 05401
Phone (802) 557-7082

Email: kbleakley@burlingtonvt.gov

Exhibit B

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Exhibit C
AIA Document A305



AIA[®] Document A305[™] – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)

SUBMITTED TO:

(Organization name and address.)

NAME OF PROJECT:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- ☐ Exhibit A – General Information
- ☐ Exhibit B – Financial and Performance Information
- ☐ Exhibit C – Project-Specific Information
- ☐ Exhibit D – Past Project Experience
- ☐ Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.

Organization's Authorized Representative
Signature

Date

Printed Name and Title

NOTARY

State of:

County of:

Signed and sworn to before me this day of

Notary Signature

My commission expires:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:48:14 ET on 10/12/2022 under Order No. 2114299176 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 2020, Contractor's Qualification Statement, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)



AIA[®] Document A305[™] – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

§ A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

- .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
- .2 If your organization is a partnership, identify its partners and its date of organization.
- .3 If your organization is individually owned, identify its owner and date of organization.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

- .4** If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

§ A.1.3.2 How many full-time employees work for your organization?

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

§ A.4.3 Identify one bank reference:

(Insert name, organization, and contact information)

§ A.4.4 Identify three subcontractor or other trade references:

(Insert name, organization, and contact information)



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Document A305™ – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization's latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

§ B.1.4 Identify your organization's preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization's identification number or other method of searching your organization's credit rating with such agency.)

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

.2 been terminated for any reason except for an owners' convenience?

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

.3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

.4 filed any lawsuits or requested arbitration regarding a construction project?

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 been convicted of, or indicted for, a business-related crime?

.2 had any business or professional license subjected to disciplinary action?

.3 been penalized or fined by a state or federal environmental agency?



AIA[®] Document A305[™] – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

CONTRACTOR'S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor's Project Office established?

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor's Project Office?

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor's Project Office that pertain to the Project.

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis?

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

§ C.5.2 Surety company name:

§ C.5.3 Surety agent name and contact information:

§ C.5.4 Total bonding capacity:

§ C.5.5 Available bonding capacity as of the date of this qualification statement:



AIA[®] Document A305[™] – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				



AIA[®] Document A305™ – 2020 Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:	☐ Design-bid-build ☐ Design-build ☐ CM constructor ☐ CM advisor ☐ Other:
SUSTAINABILITY CERTIFICATIONS				

Exhibit D
Draft Construction Contract
For Your Review

CITY OF BURLINGTON
DRAFT CONSTRUCTION CONTRACT

This Construction Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and [REDACTED] (“Contractor”), a Vermont corporation located at [REDACTED].

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 [REDACTED].
- 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 [REDACTED].

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 [REDACTED]), 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) [or as follows: [REDACTED]], subject to the Maximum Limiting Amount in Paragraph C, below.

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 [or as follows: [REDACTED]]. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.

C. Maximum Limiting Amount. The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$[REDACTED]. 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:

[Name, address, phone, email]

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 [REDACTED]

Attachment B: Contractor's Bid Form [REDACTED]

Attachment C: Burlington Standard Provisions for Construction Contracts

Attachment D: General & Special Conditions

Unless otherwise specified or modified by the Contract Documents, the General & Special Conditions hereby incorporate by this reference as though fully set forth the 2024 VTrans Standard Specifications for Construction (or later edition), available here for reference purposes: <https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024>. Attachment D, including any appendices thereto (the provisions of which apply to this Contract), modifies or supplements the VTrans Standard Specifications for purposes of this Contract.

Attachment E: Burlington Livable Wage Ordinance Certification

Attachment F: Burlington Outsourcing Ordinance Certification

Attachment G: Burlington Union Deterrence Ordinance Certification

Attachment H: Contractor's Certificate of Insurance & Endorsements

Attachment I: Payment, Performance, and/or Warranty Bonds

- 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; General & Special Conditions shall control over conflicting provisions of Attachment C; 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

[Name of Contractor]

By: _____

Date: _____

City of Burlington

[Department]

By: _____

[Name]

[Title]

Date: _____

Attachment A:
Notice to Bidders dated [REDACTED]

Attachment B:
Contractor's Bid Form dated [REDACTED]

Attachment C:
Burlington Standard Contract Provisions For Contractors

**Attachment D:
General & Special Conditions**

Attachment E:
Burlington Livable Wage Ordinance Certification

Attachment F:
Burlington Outsourcing Ordinance Certification

Attachment G:
Burlington Union Deterrence Ordinance Certification

Attachment H:
Contractor's Certificate of Insurance & Endorsements

ATTACHMENT I:
PAYMENT, PERFORMANCE, AND WARRANTY BONDS

Exhibit E

Burlington Standard Contract Conditions

Federal Standard Conditions

Insurance Requirements

EXHIBIT E:
ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSTRUCTION CONTRACTORS

1. DEFINITIONS:

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

2. 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.

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

4. CONFLICT OF INTEREST: The 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.

5. 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.

6. **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.
7. **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.
8. **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.

9. **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.

10. 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.

11. 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.

12. 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.

13. 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.

- 14. 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.

- 15. 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.

16. 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.

17. 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.

18. 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.

- 19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.

30. 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.

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

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

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

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the 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.

34. 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).

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

Federal Aid Contract Requirements

This is a federal aid contract. The request for Proposals, Notice to Bidders, or other solicitation for this Contract may contain or incorporate by reference certain federal requirements, which are hereby incorporated by this reference as though fully set forth.

If this is a state-aid construction contract, unless otherwise indicated in, or modified by, any Contract Document, the 2024 VTrans Standard Specifications for Construction Contracts (or more current version) are incorporated herein by this reference as though fully set forth. In case of any conflict between the provisions thereof and the provisions of Attachment C-1 of this Contract regarding indemnification and defense, the more stringent requirements shall apply. The 2024 Standard Specifications are available here for reference purposes: <https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/vermont/2024>.

If this is a federal-aid construction contract, applicable provisions of form FHWA-1273 are incorporated herein by this reference as though fully set forth. The current version of this form is available here for reference purposes: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>.

If this is a federal-aid construction contract, it shall be governed by the requirements of Section 70914 of the Build America, Buy America Act (BABAA), under Title IX of the Infrastructure Investment and Jobs Act, Pub. L. 177-58.

If this agreement is for professional services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58: While professional services are not subject to BABAA, the Consultant understands that they are responsible for ensuring that, absent a waiver by the appropriate federal agency, the City shall not approve for use in this project, any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. The Consultant shall obtain all necessary compliance certificates for work that is within the Consultant's scope of work. Failure to do so shall be a default under this agreement.

Guidance on complying with BABAA is outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

The Contractor or Consultant shall comply with all applicable federal, state, and local laws, including applicable provisions of 2 C.F.R. Part 200, and in particular applicable provisions of Appendix II to Part 200, available here for reference: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>.

The Contractor or Consultant shall not discriminate against any person in its use of the Grant based upon race, color, sex, gender (including pregnancy, general identity, or gender expression), sexual orientation, religion, national origin, ancestry or place of birth, mental or physical disability, age, or family status.

The Contractor or Consultant shall comply with the Equal Opportunity Clause set forth in 41 C.F.R. 60-1.4(b), available here for reference: [https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4\(b\)](https://www.ecfr.gov/current/title-41/subtitle-B/chapter-60/part-60-1/subpart-A/section-60-1.4#p-60-1.4(b)).

Any requirement of any of the Contract Documents allowing City inspection or audit of any kind or nature relating to the Contract shall extend to any state or federal agency.

If this contract involves the procurement of telecommunications equipment or services, then the contract provisions referenced in Federal Acquisition Regulation 4.2105 are hereby incorporated into this Contract by reference as though fully set forth, and are available here for reference: https://www.acquisition.gov/far/4.2105#FAR_4_2105.

Exhibit F
Burlington Livable Wage Ordinance

ARTICLE VI. LIVABLE WAGES¹

21-80 Findings and purpose.

In enacting this article, the city council states the following findings and purposes:

- (a) Income from full-time work should be sufficient to meet an individual's basic needs;
- (b) The City of Burlington is committed to ensuring that its employees have an opportunity for a decent quality of life and are compensated such that they are not dependent on public assistance to meet their basic needs;
- (c) The City of Burlington is committed, through its contracts with vendors and provision of financial assistance, to encourage the private sector to pay its employees a livable wage and contribute to employee health care benefits;
- (d) The creation of jobs that pay livable wages promotes the prosperity and general welfare of the City of Burlington and its residents, increases consumer spending with local businesses, improves the economic welfare and security of affected employees and reduces expenditures for public assistance;
- (e) It is the intention of the city council in passing this article to provide a minimum level of compensation for employees of the City of Burlington and employees of entities that enter into service contracts or receive financial assistance from the City of Burlington.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-81 Definitions.

As used in this article, the following terms shall be defined as follows:

- (a) *Contractor or vendor* is a person or entity that has a service contract with the City of Burlington where the total amount of the service contract or service contracts exceeds fifteen thousand dollars (\$15,000.00) for any twelve (12) month period, including any subcontractors of such contractor or vendor.
- (b) *Grantee* is a person or entity that is the recipient of financial assistance from the City of Burlington in the form of grants, including any contractors or subgrantees of the grantee, that exceed fifteen thousand dollars (\$15,000.00) for any twelve (12) month period.

(c) *Covered employer* means the City of Burlington, a contractor or vendor or a grantee as defined above. The primary contractor, vendor, or grantee shall be responsible for the compliance of each of its subcontractors (or of each subgrantee) that is a covered employer.

(d) *Covered employee* means an "employee" as defined below, who is employed by a "covered employer," subject to the following:

(1) An employee who is employed by a contractor or vendor is a "covered employee" during the period of time he or she expends on furnishing services under a service contract with the City of Burlington, notwithstanding that the employee may be a temporary or seasonal employee;

(2) An employee who is employed by a grantee who expends at least half of his or her time on activities funded by the City of Burlington is a "covered employee."

(e) *Designated accountability monitor* shall mean a nonprofit corporation which has established and maintains valid nonprofit status under Section [501\(c\)\(3\)](#) of the United States Internal Revenue Code of 1986, as amended, and that is independent of the parties it is monitoring.

(f) *Employee* means a person who is employed on a full-time or part-time regular basis. In addition, commencing with the next fiscal year, a seasonal or temporary employee of the City of Burlington who works ten (10) or more hours per week and has been employed by the City of Burlington for a period of four (4) years shall be considered a covered employee commencing in the fifth year of employment. "Employee" shall not refer to volunteers working without pay or for a nominal stipend, persons working in an approved apprenticeship program, persons who are hired for a prescribed period of six (6) months or less to fulfill the requirements to obtain a professional license as an attorney, persons who are hired through youth employment programs or student workers or interns participating in established educational internship programs.

(g) *Employer-assisted health care* means health care benefits provided by employers for employees (or employees and their dependents) at the employer's cost or at an employer contribution towards the purchase of such health care benefits, provided that the employer cost or contribution consists of at least one dollar and twenty cents (\$1.20) per hour. (Said amount shall be adjusted every two (2) years for inflation, by the chief administrative officer of the city.)

(h) *Livable wage* has the meaning set forth in Section [21-82](#).

(i) *Retaliation* shall mean the denial of any right guaranteed under this article, and any threat, discipline, discharge, demotion, suspension, reduction of hours, or any other adverse action against an employee for exercising any right guaranteed under this article. Retaliation shall also include coercion, intimidation, threat, harassment, or interference in any manner with any investigation, proceeding, or hearing under this article.

(j) *Service contract* means a contract primarily for the furnishing of services to the City of Burlington (as opposed to the purchasing or leasing of goods or property). A contract involving the furnishing of financial products, insurance products, or software, even if that contract also includes some support or other services related to the provision of the products, shall not be considered a service contract.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-82 Livable wages required.

(a) Every covered employer shall pay each and every covered employee at least a livable wage no less than:

(1) For a covered employer that provides employer-assisted health care, the livable wage shall be at least fifteen dollars and thirty-five cents (\$15.35) per hour on the effective date of the amendments to this article.

(2) For a covered employer that does not provide employer-assisted health care, the livable wage shall be at least sixteen dollars and seventy-four cents (\$16.74) per hour on the effective date of the amendments to this article.

(3) Covered employees whose wage compensation consists of more or other than hourly wages, including, but not limited to, tips, commissions, flat fees or bonuses, shall be paid so that the total of all wage compensation will at least equal the livable wage as established under this article.

(b) The amount of the livable wage established in this section shall be adjusted by the chief administrative officer of the city as of July 1 of each year based upon a report of the Joint Fiscal Office of the State of Vermont that describes the basic needs budget for a single person but utilizes a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with the moderate cost food plan. Should there be no such report from the Joint Fiscal Office, the chief administrative officer shall obtain and utilize a basic needs budget that applies a similar methodology. The livable wage rates derived from utilizing a model of two (2) adults residing in a two (2) bedroom living unit in an urban area with a moderate cost food plan shall not become effective until rates meet or exceed the 2010 posted livable wage rates. Prior to May 1 preceding any such adjustment and prior to

May 1 of each calendar year thereafter, the chief administrative officer will provide public notice of this adjustment by posting a written notice in a prominent place in City Hall by sending written notice to the city council and, in the case of covered employers that have requested individual notice and provided contact information to the chief administrative officer, by notice to each such covered employer. However, once a livable wage is applied to an individual employee, no reduction in that employee's pay rate is permissible due to this annual adjustment.

(c) Covered employers shall provide at least twelve (12) compensated days off per year for full-time covered employees, and a proportionate amount for part-time covered employees, for sick leave, vacation, personal, or combined time off leave.

(Ord. of 11-19-01; Ord. of 5-2-11; Ord. of 6-13-11; Ord. of 10-21-13)

21-83 Applicability.

(a) This article shall apply to any service contract or grant, as provided by this article that is awarded or entered into after the effective date of the article. After the effective date of the article, entering into any agreement or an extension, renewal or amendment of any contract or grant as defined herein shall be subject to compliance with this article.

(b) The requirements of this article shall apply during the term of any service contract subject to the article. Covered employers who receive grants shall comply with this article during the period of time the funds awarded by the City of Burlington are being expended by the covered employer.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-84 Enforcement.

(a) Each service contract or grant covered by this article shall contain provisions requiring that the covered employer or grantee submit a written certification, under oath, during each year during the term of the service contract or grant, that the covered employer or grantee (including all of its subcontractors and subgrantees, if any) is in compliance with this article. The failure of a contract to contain such provisions does not excuse a covered employer from its obligations under this article. The covered employer shall agree to post a notice regarding the applicability of this section in any workplace or other location where employees or other persons contracted for employment are working. The covered employer shall agree to provide payroll records or other documentation for itself and any subcontractors or subgrantees, as deemed necessary by the chief

administrative officer of the City of Burlington, within ten (10) business days from receipt of the City of Burlington's request.

(b) The chief administrative officer of the City of Burlington may require that a covered employer submit proof of compliance with this article at any time, including but not limited to:

- (1) Verification of an individual employee's compensation;
- (2) Production of payroll, health insurance enrollment records, or other relevant documentation; or
- (3) Evidence of proper posting of notice.

If a covered employer is not able to provide that information within ten (10) business days of the request, the chief administrative officer may turn the matter over to the city attorney's office for further enforcement proceedings.

(c) The City of Burlington shall appoint a designated accountability monitor that shall have the authority:

- (1) To inform and educate employees of all applicable provisions of this article and other applicable laws, codes, and regulations;
- (2) To create a telephonic and electronic accountability system under this article that shall be available at all times to receive complaints under this article;
- (3) To establish and implement a system for processing employees' complaints under this article, including a system for investigating complaints and determining their initial credibility; and
- (4) To refer credible complaints to the city attorney's office for potential enforcement action under this article.

The designated accountability monitor shall forward to the City of Burlington all credible complaints of violations within ten (10) days of their receipt.

(d) Any covered employee who believes his or her covered employer is not complying with this article may file a complaint in writing with the city attorney's office within one (1) year after the alleged violation. The city attorney's office shall conduct an investigation of the complaint, during which it may require from the covered employer evidence such as may be required to determine whether the covered employer has been compliant, and shall make a finding of compliance or noncompliance within a reasonable time after receiving the

complaint. Prior to ordering any penalty provided in subsection (e), (f), or (g) of this section, the city attorney's office shall give notice to the covered employer. The covered employer may request a hearing within thirty (30) days of receipt of such notice. The hearing shall be conducted by a hearing officer appointed by the city attorney's office, who shall affirm or reverse the finding or the penalty based upon evidence presented by the city attorney's office and the covered employer.

(e) The City of Burlington shall have the right to modify, terminate and/or seek specific performance of any contract or grant with a covered employer from any court of competent jurisdiction, if the covered employer has not complied with this article.

(f) Any covered employer who violates this article may be barred from receiving a contract or grant from the city for a period up to two (2) years from the date of the finding of violation.

(g) A violation of this article shall be a civil offense subject to a civil penalty of from two hundred dollars (\$200.00) to five hundred dollars (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any covered employee is not compensated as required by this article shall constitute a separate violation.

(h) If a complaint is received that implicates any City of Burlington employee in a possible violation of this article, that complaint will be handled through the City's personnel procedures, not through the process outlined in this article.

(i) Any covered employee aggrieved by a violation of this article may bring a civil action in a court of competent jurisdiction against the covered employer within two (2) years after discovery of the alleged violation. The court may award any covered employee who files suit pursuant to this section, as to the relevant period of time, the following:

(1) The difference between the livable wage required under this article and the amount actually paid to the covered employee;

(2) Equitable payment for any compensated days off that were unlawfully denied or were not properly compensated;

(3) Liquidated damages in an amount equal to the amount of back wages and/or compensated days off unlawfully withheld or fifty dollars (\$50.00) for each employee or person whose rights under this article were violated for each day that the violation occurred or continued, whichever is greater;

(4) Reinstatement in employment and/or injunctive relief; and

(5) Reasonable attorneys' fees and costs.

(j) It shall be unlawful for an employer or any other person to interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this article. No person shall engage in retaliation against an employee or threaten to do so because such employee has exercised rights or is planning to exercise rights protected under this article or has cooperated in any investigation conducted pursuant to this article.

(Ord. of 11-19-01; Ord. of 2-17-04; Ord. of 5-2-11; Ord. of 10-21-13)

21-85 Other provisions.

(a) No covered employer shall reduce the compensation, wages, fringe benefits or leave available to any covered employee in order to pay the livable wage required by this article. Any action in violation of this subsection shall be deemed a violation of this article subject to the remedies of Section [21-84](#).

(b) No covered employer with a current contract, as of the effective date of this provision, with the City of Burlington for the use of property located at the Burlington International Airport may reduce, during the term of that contract, the wages of a covered employee below the livable wage as a result of amendments to this article.

(c) Where pursuant to a contract for services with the city, the contractor or subcontractor incurs a contractual obligation to pay its employees certain wage rates, in no case except as stated in subsection (d) of this section, shall the wage rates paid pursuant to that contract be less than the minimum livable wage paid pursuant to this article.

(d) Notwithstanding subsection (c) of this section, where employees are represented by a bargaining unit or labor union pursuant to rights conferred by state or federal law and a collective bargaining labor agreement is in effect governing the terms and conditions of employment of those employees, this chapter shall not apply to those employees, and the collective bargaining labor agreement shall control.

(e) Covered employers shall inform employees making less than twelve dollars (\$12.00) per hour of their possible right to the Earned Income Tax Credit under federal and state law.

(f) The chief administrative officer of the city shall have the authority to promulgate rules as necessary to administer the provisions of this article, which shall become effective upon approval by the city council.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-86 Exemptions.

An exemption from any requirement of this article may be requested for a period not to exceed two (2) years:

- (a) By a covered employer where payment of the livable wage would cause substantial economic hardship;
and
- (b) By the City of Burlington where application of this article to a particular contract or grant is found to violate specific state or federal statutory, regulatory or constitutional provisions or where granting the exemption would be in the best interests of the City.

A covered employer or grantee granted an exemption under this section may reapply for an exemption upon the expiration of the exemption. Requests for exemption may be granted by majority vote of the city council. All requests for exemption shall be submitted to the chief administrative officer. The finance committee of the City of Burlington shall first consider such request and make a recommendation to the city council. The decision of the city council shall be final.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-87 Severability.

If any part or parts or application of any part of this article is held invalid, such holding shall not affect the validity of the remaining parts of this article.

(Ord. of 11-19-01; Ord. of 10-21-13)

21-88 Annual reporting.

On or before April 15 of each year, the city attorney's office shall submit a report to the city council that provides the following information:

- (a) A list of all covered employers broken down by department;
- (b) A list of all covered employers whose service contract did not contain the language required by this article;
and
- (c) All complaints filed and investigated by the city attorney's office and the results of such investigation.

(Ord. of 10-21-13)

21-89 Effective date.

The amendments to this article shall take effect on January 1, 2014, and shall not be retroactively applied.

(Ord. of 10-21-13)

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

I, _____, on behalf of _____ ("the Contractor"), in connection with a contract for _____

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 \$17.96 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$19.15 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: _____

By: _____

Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: _____

Notary Public

Exhibit G
Burlington Outsourcing Ordinance

ARTICLE VII. OUTSOURCING

21-90 Policy.

It is the policy of the City of Burlington to let service contracts to contractors, subcontractors and vendors who perform work in the United States.

(Ord. of 11-21-05/12-21-05)

21-91 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any city funds and the total amount of the contract is fifty thousand dollars (\$50,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Outsourcing.* The assigning or reassigning, directly, or indirectly through subcontracting, of services under a government funded project to workers performing the work outside of the United States.

(Ord. of 11-21-05/12-21-05)

21-92 Implementation.

(a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who is outsourcing, or causing the work to be performed outside of the United States or Canada.

(b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that the services provided under the contract will be performed in the United States or Canada.

(Ord. of 11-21-05/12-21-05)

21-93 Exemption.

An exemption from requirements of this article may be authorized by the chief administrative officer based upon a determination that the services to be performed for the government funded project are not available in the United States or Canada at a reasonable cost. Any such exemption decision by the chief administrative officer

shall be reported to the board of finance in writing within five (5) days. The board of finance may, if it should vote to do so, override the exemption decision if such vote occurs within fourteen (14) days of the date of the chief administrative officer's communication to such board.

(Ord. of 11-21-05/12-21-05)

21-94 Enforcement.

(a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or outsources work on a government funded project shall be deemed to be in violation of this article.

(b) A violation of this article shall be a civil offense subject to a civil penalty of from one hundred dollars (\$100.00) to five hundred (\$500.00). All law enforcement officers and any other duly authorized municipal officials are authorized to issue a municipal complaint for a violation of this article. Each day any violation of any provision of this article shall continue shall constitute a separate violation.

(c) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 11-21-05/12-21-05)

21-95—21-99 Reserved.

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

I, _____, on behalf of

_____ (Contractor) and in connection with the

_____[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 _____, Vermont this _____ day of _____, 20__.

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

Exhibit G

H

Burlington Union Deterrence Ordinance

ARTICLE VIII. UNION DETERRENCE

21-100 Policy.

It is the policy of the City of Burlington to limit letting contracts to organizations that provide union deterrence services to other companies.

(Ord. of 3-27-06/4-26-06)

21-101 Definitions.

(a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.

(b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.

(c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:

- 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
- 2) Have supervisors force workers to meet individually with them to discuss the union;
- 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
- 4) Discipline or fire workers for union activity;
- 5) Train managers on how to dissuade employees from supporting the union.

(d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.

(Ord. of 3-27-06/4-26-06)

21-102 Implementation.

- (a) No contract for a government funded project shall be let to any contractor, subcontractor, or vendor who
- 1) Advises or has advised an employer to conduct any illegal activity in its dealings with a union.
 - 2) Advertises union deterrence services as specialty services;
 - 3) Earns a substantial portion of its income by providing union deterrence services to other companies in order to defeat union organizing efforts.
- (b) Prior to the commencement of work on a government funded project a contractor, subcontractor or vendor shall provide written certification that it has not advised the conduct of any illegal activity, it does not currently, nor will it over the life of the contract provide union deterrence services in violation of this article.

(Ord. of 3-27-06/4-26-06)

21-103 Enforcement.

- (a) Any contractor, subcontractor or vendor who files false or materially misleading information in connection with an application, certification or request for information pursuant to the provisions of this article or provided union deterrence services during the life of a contract for a government funded project shall be deemed to be in violation of this article.
- (b) The City of Burlington shall have the right to modify, terminate and or seek specific performance of any contract for a government funded project if the contractor, subcontractor or vendor has not complied with this article.

(Ord. of 3-27-06/4-26-06)

21-104—21-110 Reserved.

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

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

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

By: _____
Duly Authorized Agent

EXHIBIT E:
ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSTRUCTION CONTRACTORS

1. DEFINITIONS:

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

2. 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.

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

4. CONFLICT OF INTEREST: The 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.

5. 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

Commented [TD1]: Note to Departmental Staff: **Remove**, unless Attachment C is added to a non-City contract.

Commented [TD2R1]: Update B. “Contractor” with Contractor’s full name.

Commented [ER3]: STAFF- IT IS EXTREMELY IMPORTANT THAT YOU ATTACH ATTACHMENT C-1. THIS IS A NEW ATTACHMENT EFFECTIVE MARCH 2024. DO NOT FORGET TO ATTACH ATTACHMENT C-1.

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.

6. **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.
7. **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.
8. **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.

9. **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.

10. 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.

11. 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.

12. 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.

13. 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.

14. **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.

15. **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.

16. 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.

17. 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.

18. 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.

- 19. 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.

20. 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:**

Commented [TD4]: Note to Departmental Staff: this may apply more to contractors than consultants, so if an consultant contests this, please check with your Assistant City Attorney.

- 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.

21. 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 party 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.

22. 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.

23. 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.

24. 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.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.

30. 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.

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

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

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

A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the 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.

34. 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).

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. JURISDICTION: All suits or actions related to this Contract shall be filed and proceedings held in the State of Vermont, notwithstanding any other law.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. In addition to the foregoing conditions, the Federal Contract Requirements attached hereto is made a part hereof by this reference as though fully set forth.

Commented [ER5]: Staff- If this contract involves the use of federal funds, consult with the applicable state or federal funding source to find out what federal provisions to include. At a minimum, include the following additional Condition No. 54 and attach the two pages Federal Contract Requirements Document: "In addition to the foregoing conditions, the Federal Contract Requirements attached hereto is made a part hereof by this reference as though fully set forth."

**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

Commented [ER1]: Small businesses may have a type of insurance called "business insurance," which will meet this requirement provided the below coverages and limits are satisfied.

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

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

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

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

D. Professional Liability/Errors & Omissions:

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

E. [Special Coverages]

- a. ~~Cyber liability, including privacy liability: \$1,000,000~~
- b. ~~Technology Errors & Omissions Liability: \$1,000,000~~
 - e. ~~Builders' Risk or Installation Floater: Value of project or contract~~
 - d. ~~Garagekeeper's Liability - \$500,000 (minimum)~~
 - e. ~~Sexual Misconduct - \$1,000,000~~
 - f.a. ~~Employee Dishonesty Coverage, including third party (client) coverage~~
 - g.b. ~~Marine (protection and indemnity) liability - \$1,000,000~~
 - h.c. ~~Pollution Liability (Contractor's) - Included or \$1,000,000~~
 - i. ~~Valuable Papers & Records Insurance: The Contractor shall carry valuable papers insurance in a form and amount sufficient to ensure the restoration or replacement of~~

Commented [ER2]: Include for professional services, e.g., legal, design professional, architectural, engineering, surveying, geotechnical, medical, professional educational, accounting, insurance, appraisal, or social work services, but exclude for general contractors or unskilled/nonprofessional services. When in doubt, include and refer to City Attorney's Office if contractor purports not to be eligible to obtain this type of insurance.

Commented [ER3]: STAFF- DELETE POLICIES THAT ARE NOT APPLICABLE. CONSULT WITH THE CITY ATTORNEY'S OFFICE IF YOU HAVE ANY DOUBT.

If any type of insurance in list is applicable, delete brackets in heading. If nothing is applicable, delete the entire heading.

Commented [AM4]: If any contractor is accessing city network in a capacity that has the potential for a breach. This should start to be a more standard requirement in more contracts now, such as with HVAC company contracts, etc...

Commented [AM5]: If contractor is providing professional tech advice, this is the type of professional policy that you would be looking for.

Commented [AM6]: Depends on the scope. City carries the builders risk automatically for renovation, but it is subject to the 50k deductible. Large projects should have a separate builders risk, but the City typically is the one that places it.

Commented [AM7]: Any contract where City vehicles or equipment are being stored by another party. A garage where public is parking in a City owned garage, but operated by others.

Commented [ER8R7]: Also where the City is renting garage space and making it available to the public.

Commented [AM9]: Contracts working with youth should have this requirement.

Commented [AM10]: Any contract where the contractor employee is handling money or property owned by the City.

Commented [ER11]: For all leases of City owned property, construction contracts, and contracts involving the use of hazardous materials.

Commented [ER12]: Rarely used anymore. Will the contractor have possession of, or create, valuable papers that will not be adequately backed up in some electronic form? If so, include. If not, unnecessary.

any plans, drawings, field notes, or other information or data relating to the work, whether supplied by the City or developed by the Contractor, sub-contractor, worker, or agent, in the event of loss, impairment, or destruction. Such coverage shall remain in force until the final plans as well as all related materials have been delivered by the Contractor to, and accepted by, the City. Unless otherwise provided, Valuable Papers and Records Insurance shall provide coverage on an "individual occurrence" basis with limits in the amount of one hundred and fifty thousand dollars (\$150,000) when the insured items are in the Contractor's possession, and in the amount of forty thousand dollars (\$40,000) regardless of the physical location of the insured items.

F. Builder's Risk & Property:

1. Contractor will carry an installation floater, including in-transit coverage, in the contract amount to cover materials while in transit or stored off premises at a separate location. Contractor is responsible for the deductible under this policy.
2. Coverage for the project is provided under the City's property policy, within the course of construction coverage, for the renovated location up to \$2,500,000 per loss, subject to \$50,000 deductible. Coverage for the interest of Contractor and subcontractors during construction within the insured premises extends to property for which contractor has been hired to perform. Time element is not extended. The City, under this policy, is responsible for the deductible. The City is not responsible for loss or casualty for Contractor's interest in the project, or that of any subcontractor, beyond what is covered under the City's property coverage. Contractor may opt to purchase a deductible buydown for this policy.
3. The City and its insurer, and Contractor and its insurer, will mutually waive all rights of subrogation under the property and installation floater policies for any property losses.

G. Umbrella/Excess Liability:

1. \$1—,000,000 Each Event Limit
2. \$—1—,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 and errors & omissions/professional 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 (except errors & omissions/professional liability) shall be endorsed to waive subrogation against the City. Contractor's general liability, pollution, and umbrella policies provide additional insured coverage for both premises and completed operations using endorsements CG 20 10 and CG 20 37 or their equivalents for a period of three years.

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

Commented [ER13]: Consult the City Attorney's Office.
Standard limits are \$1M per event/\$1M aggregate.
Higher risk activities will require higher limits.

Commented [ER14]: Delete reference if not applicable.

Commented [ER15]: Delete reference if not applicable.

(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.

Commented [ER16]: Do not use this form for any type of design professional contract. Consult the Consultant Contract folder, which has an indemnification clause for design professional contracts.

Do not use this form for software contracts. Consult the Software Contract folder, which has an indemnification clause for software contracts.

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Fletcher Free Library (FFL) Submitter: Mary Danko

Title/Subject: FFL Preservation Project Construction Contract

Approval Requested:

☐ Board of Finance

☐ City Council

☒ Both BOF and Council

Meeting Date:

Click or tap to enter a date.

Click or tap to enter a date.

4/28/2025

Instructions

1. This form must be completed by the person submitting the materials.
2. This form must be sent with the final submission of materials in advance of the meeting.
3. Do not indicate that a sign-off was received until it has actually been obtained.
4. Commission reports and presentations do not need to be reviewed by the CAO or Attorneys.
5. Name the reviewing Attorney or HR Manager in the Note column.

Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/22/2025	Mary Danko
Mayor's Office	Yes	4/23/2025	Chief of Staff Erin Jacobson
Board/Commission	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Yes	4/24/2025	CA Hayley McClenahan (Subject to final review by CA)
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	4/25/2025	CA Kimberlee Sturtevant
CAO for budget, financing, and memo	Yes	4/24/2025	CAO Katherine Schad
Human Resources, if personnel action or policy	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Updated MEMO

Date: April 28, 2025

To: Board of Finance

From: Alec Kaeding, Waterfront & Beach Operations Manager

Erin Moreau, Waterfront Director & Harbormaster;

Cindi Wight, Director, Department of Parks, Recreation & Waterfront

Re: Waterfront Overnight Security Contract

I. Purpose

This memo seeks approval of a 3 year contract with Securitas Security Services to provide overnight waterfront security at our municipal marinas and campground and surrounding waterfront areas.

II. Background

BPRW seeks to contract with Securitas from May 15, 2025, until October 15, 2027, to provide overnight security at North Beach Campground, Perkins Pier Marina, and the Community Boathouse following a competitive Request for Proposals (RFP) process. This will be the first multi-year security contract for the Waterfront and the first with Securitas. The North Beach security patrols the beaches, campground and assists campers to their sites at night. The Boathouse security guard patrols a large area around the docks, Boathouse and area around Waterfront Park.

III. Process

On February 07, 2025, BPRW issued an RFP for overnight waterfront security services using public advertising on the BPRW website, the City's website for active RFPs, and through BPRW's social media outlets. Bids were due to BPRW by February 24, 2025.

Three bids were received and evaluated and graded by a team of BPRW staff. Upon request we can send the link to the SharePoint folder holding all information on grading sheets. Securitas's proposal was complete, the most professional, and the better priced.

Securitas	GMCS	Censor
\$273,521.00	\$337,824.00	\$305,655.00
42 average RFP score	29 Average RFP score	40 Average RFP score

IV. Compensation to the Vendor & Terms of Agreement

The City will compensate Securitas for their security services for the seasons 2025, 2026, & 2027 as follows: 2025 fees \$88,833.00, 2026 fees \$91,001.00, 2027 fees \$93,687.00, for a total contractual cost over the 3-year term not to exceed \$273,521. The funds for payment



come from the North Beach and Marina Budgets. We had based the budget off of previous GMCS numbers from the last few years and we had budgeted \$125,000.00 in FY26 for both the Marina and Campground.

As part of their bid package, Securitas requested certain adjustments to the City's standard contract conditions regarding risk sharing and allocation. After review by the City Attorney's Office, we were able to reach an agreement on these terms, which include Securitas obtaining additional insurance coverage beyond our City standard limits in order to mitigate the risk of these adjustments.

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and authorize the three-year contract with Securitas Security Services to provide waterfront overnight security services for the 2025-2027 summer seasons, for a total authorized contract expenditure not to exceed \$273,521, which comes from the North Beach and Marina Budgets and to authorize Cindi Wight, BPRW Director to execute the contract and any related documents, subject to review by the City Attorney's Office.

MEMO

Date: April 28, 2025

To: Board of Finance

From: Alec Kaeding, Waterfront & Beach Operations Manager

Erin Moreau, Waterfront Director & Harbormaster;

Cindi Wight, Director, Department of Parks, Recreation & Waterfront

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the North Beach and Marina Budgets. We had based the budget off of previous GMCS numbers from the last few years and we had budgeted \$125,000.00 for both the Marina and Campground. For insurance the city and Securitas is working towards a compromise in the indemnification our offer is as follows:

1. \$4,000,000 Each Event Limit
2. \$4,000,000 General Aggregate Limit
3. Umbrella/Excess Liability is excess above Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer Liability.

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

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Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Parks Recreation & Waterfront Submitter: Alec Kaeding

Title/Subject: Waterfront Security Contract

Approval Requested:

☒ Board of Finance

☐ City Council

☐ Both BOF and Council

Meeting Date:

4/28/2025

Click or tap to enter a date.

Click or tap to enter a date.

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Signoff Needed	Received?	Approval Date	Note
Department Head	Yes	4/14/2025	Erin Moreau/ Cindi Wight
Mayor's Office	Yes	4/23/2025	Erin Jacobsen
Board/Commission	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office for memo and contracts or legal documents	Choose an item.	Click or tap to enter a date.	Hayley McClenahan
City Attorney's Office for memo and motion(s) or resolution(s)	Yes	4/17/2025	Hayley McClenahan
CAO for budget, financing, and memo	Yes	4/21/2025	Katherine Schad
Human Resources, if personnel action or policy	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if IT-related	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.