Board of Finance

Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

Join from PC, Mac, iPad, or Android:

https://zoom.us/j/92911576396

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1. Agenda

Subject	**1.1. Motion to adopt agenda**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
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	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor

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	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
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. August 3, 2026 Board of Finance Meeting Minutes - C/T**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Department of Finance and Administration
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes

Subject	**3.3. Lease of Childcare Space at the Robert Miller Community Center — BPRW**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
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 five-year lease agreement, with the City’s option to renew for five (5) additional, one (1) year terms, with The Greater Burlington YMCA, to perform Childcare services at the Robert Miller Community & Recreation Center, such specific portion of the building to be

leased as further described in Attachment A and to authorize Mayor Emma-Mulvaney-Stanak, to execute the lease and any related documents necessary or convenient to completing the transaction, subject to the review and approval as to form of the City Attorney’s Office

4. Deliberative Agenda

Subject	**4.1. Request to execute a contract with Jones Payne Group Inc. (JPG) for the construction oversight services for an amended previous authorization for approximately 58 housing unites including Bid 1 and pending bid 2 of the Airport's Residential Sound Insulation Program (RSIP), funded by the Office of Local Defense Community Corporation (OLDCC) - Airport**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Patrick Leahy Burlington International Airport
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of Aviation to execute a contract agreement with Jones Payne Group, Inc. for up to $1,666,838.00 amended from the prior authorized amount of $1,151,233.00 with a 10% contingency, for an amount up to $1,833,521.00 from the prior authorized amount of $1,266,356.00 for the construction oversight services for improvements for approximately 58 housing units by the OLDCC funded Residential Sound Insulation Program, subject to review and approval of the City Attorney’s Office
Subject	**4.2. Transferring Fund Balance between Special Revenue Funds — DPW - Traffic Division**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council approve a budget amendment to the Traffic Fund (264) for the purposes described herein and authorize the Director of the Department of Public Works to move $500,000 from the Traffic Fund (264) into the Parking Facilities Fund (265) to put directly toward paying down the principal of the outstanding Revenue Anticipation Note; and further authorize the Chief Administrative Officer or designee to make a principal-only payment in the amount of $820,284 towards the RAN in accordance and compliance with the terms and conditions of such note, all subject to the review and approval of the Chief Administrative Officer or designee
Subject	**4.3. Approving The Pledging Of The Credit Of The City In Anticipation Of The Receipt Of Revenue From The Traffic Division Of the Public Works Department - DFA/DPW - Traffic Division**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda

Department	Department of Finance and Administration
Type	Action Resolution
Recommended Action	to approve and recommend that the City Council waive the reading and to adopt the proposed resolution approving the renewal of an existing revenue anticipation note for the Parking Facilities Fund, in an amount not to exceed $2.5Million and with an interest rate not to exceed 7.5%
Subject	**4.4. Creation of two new positions within the CJC**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Community Justice Center
Type	Action
Recommended Action	to approve and recommend that the City Council approve the creation of a Communications, Volunteer and Operations Specialist within CEDO, a Regular Service, Full-time, Union, Grade 13, position, as well as the creation of a Parallel Justice Program Specialist, a Limited Service, Full-time, Union, Grade 16 position

5. Adjournment

Subject	**5.1. Motion to adjourn**
Meeting	August 24, 2026 - Board of Finance Meeting - Monday, August 24, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

BURLINGTON BOARD OF FINANCE
BUSHOR CONFERENCE ROOM, 149 CHURCH STREET, 1ST FLOOR
MINUTES OF MEETING
August 3, 2026

1. Agenda

1. Agenda

Mayor Mulvaney-Stanak convened the meeting at 5:02 pm.
Members present: Mayor Mulvaney-Stanak, CAO Schad, Councilors Carpenter and Barlow (all in person); City Council President Traverse (online)
Member absent: Councilor Neubieser
Also present: Acting City Attorney Sturtevant

Subject	**1.1. Motion to adopt agenda**
Meeting	August 3, 2026 - Board of Finance Meeting - Monday, August 3, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
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	August 3, 2026 - Board of Finance Meeting - Monday, August 3, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	2. Public Forum
Department	Council and Board
Type	Action Procedural

Recommended Action	open Public Forum close Public Forum

2.1. Verbal Comments
Sharon Bushor

3. Consent Agenda

3. Consent Agenda

Subject	**3.1. Motion to adopt the consent agenda and take the actions indicated**
Meeting	August 3, 2026 - Board of Finance Meeting - Monday, August 3, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
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

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

Subject	**3.2. July 13, 2026 Board of Finance Meeting Minutes — C/T**
Meeting	August 3, 2026 - Board of Finance Meeting - Monday, August 3, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Department of Finance and Administration
Type	Action Information Minutes
Recommended Action	approve the minutes

3.2. July 13, 2026 Board of Finance Meeting Minutes — C/T

Subject	**3.3. Regular Schedule of Board of Finance Meetings From September 14, 2026 to February 8, 2027 - C/T**
Meeting	August 3, 2026 - Board of Finance Meeting - Monday, August 3, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Department of Finance and Administration

Type	Action (Consent) Information
Recommended Action	to approve the above list of meetings through February 8, 2027

3.3. Regular Schedule of Board of Finance Meetings From September 14, 2026 to February 8, 2027 - C/T

Subject	**3.4. Authorization of Sale of Surplus SCBA Equipment to the Hampton Volunteer Fire Company, Inc. — Fire**
Meeting	August 3, 2026 - Board of Finance Meeting - Monday, August 3, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Fire Department
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve and authorize the sale of 10 (ten) Self Contained Breathing Apparatus (SCBA) units, currently held as capital assets for use by the Burlington Fire Department, and as more particularly described in Attachment A, to the Hampton Volunteer Fire Company, Inc., for a total purchase price of $17,500, and to further authorize the Chief Engineer to execute a bill of sale memorializing the transaction, and any other documents necessary or convenient to effecting such transaction, subject to the review and approval as to form by the City Attorney's Office

3.4. Authorization of Sale of Surplus SCBA Equipment to the Hampton Volunteer Fire Company, Inc. — Fire

Subject	**3.5. Request for approval to sign a utility easement with Green Mountain Power - Airport**
Meeting	August 3, 2026 - Board of Finance Meeting - Monday, August 3, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	3. Consent Agenda
Department	Patrick Leahy Burlington International Airport
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council grant an electrical utility easement to Green Mountain Power a upon the identified Easement Area on Eagle Drive in South Burlington, Vermont, and authorize the Mayor of Burlington to execute an easement deed, and any related documents necessary or convenient to effect the easement, subject to final review and approval as to form by the City Attorney's Office

3.5. Request for approval to sign a utility easement with Green Mountain Power - Airport

4. Deliberative Agenda

4. Deliberative Agenda

Subject	**4.1. CEDO Community Justice Center — Reclassification of one position from Grade 14 to Grade 15 — CEDO/CJC**
Meeting	August 3, 2026 - Board of Finance Meeting - Monday, August 3, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	move to approve and recommend that the City Council approve the reclassification of the following position: ☐ A Data, Communications and Operations Specialist, from a Regular Service, Full-Time, Non-Exempt, AFSCME, Grade 14 position to a Regular Service, Full-Time, Non-Exempt, AFSCME, Grade 15 position

4.1. CEDO Community Justice Center — Reclassification of one position from Grade 14 to Grade 15 — CEDO/CJC

Motion made by Councilor Carpenter, seconded by Councilor Barlow, to approve the motion as presented. Motion passed unanimously.

Subject	**4.2. Downtown Garage Capital Repair Contract Approval — DPW - Division of Parking and Traffic**
Meeting	August 3, 2026 - Board of Finance Meeting - Monday, August 3, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of the Department of Public Works to sign a contract with Structural Preservation Systems and any other related documents necessary or convenient to effect the transaction, in the amount of $339,262, plus a contingency of $50,000 for a total authorization project expenditure amount not to exceed $389,262 to complete work in the Westlake Garage and the College Street Garage, subject to the final review and approval as to form by the City Attorney’s Office

4.2. Downtown Garage Capital Repair Contract Approval — DPW - Division of Parking and Traffic

Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the motion as presented. Motion passed unanimously.

Subject	**4.3. Five-Year Authorization to Extend Fines for Food Program — DPW — Division of Parking and Traffic**
Meeting	August 3, 2026 - Board of Finance Meeting - Monday, August 3, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department

Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of the Department of Public Works to make a charitable donation to Feeding Champlain Valley in an amount equal to one-half of revenues received from delinquent parking ticket during the period of December 1 through December 31, for the years 2026 through 2030

4.3. Five-Year Authorization to Extend Fines for Food Program — DPW — Division of Parking and Traffic

Motion made by Councilor Carpenter, seconded by Councilor Barlow, to approve the motion as presented. Motion passed unanimously.

Subject	**4.4. Reclassification and Retitling of One (1) Of three (3) Existing Right Of Way Working Foreperson Positions to a Right of Way Operation Lead position — DPW**
Meeting	August 3, 2026 - Board of Finance Meeting - Monday, August 3, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to recommend that City Council approve the: • reclassification and retitle of one (1) existing Right of Way Working Foreperson position, a Regular, Full-time, Non-Exempt, AFSCME, Grade 16 position to the Right of Way Operations Lead, a Regular, Full-Time, Non-Exempt, AFSCME, Grade 19, role in the Street Maintenance Division

4.4. Reclassification and Retitling of One (1) Of three (3) Existing Right Of Way Working Foreperson Positions to a Right of Way Operation Lead position — DPW

Motion made by Councilor Carpenter, seconded by Councilor Barlow, to approve the motion as presented. Motion passed unanimously.

Subject	**4.5. Authorization to Execute the Design Contract Amendment No. 1 — Queen City Park Road Sidepath Design Contract — DPW**
Meeting	August 3, 2026 - Board of Finance Meeting - Monday, August 3, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department
Type	Action
Recommended Action	to approve and authorize the Director of Public Works, or their designee, to execute a contract amendment with Hoyle Tanner & Associates, Inc. to increase their design contract for the Queen City Park Road Sidepath Project by $33,681, with an additional $10,000 in contingency funds, equaling a new total authorized expenditure of $257,926, and to further authorize the director of public works to execute any necessary future amendments using up to this contingency amount, subject to the final review and approval by the Office of the City Attorney

4.5. Authorization to Execute the Design Contract Amendment No. 1 — Queen City Park Road Sidepath Design Contract — DPW

Motion made by Councilor Barlow, seconded by Councilor Carpenter, to approve the motion as presented. Motion passed unanimously.

Subject	**4.6. Water Resources Drinking Water Personnel Reorganization — Distribution Operations Lead and Tiering for the Water Treatment Plant workgroup — DPW/Water Resources**
Meeting	August 3, 2026 - Board of Finance Meeting - Monday, August 3, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	4. Deliberative Agenda
Department	Public Works Department - Water Resources
Type	Action
Recommended Action	**CORRECTED MOTION LANGUAGE:**

CORRECTED MOTION LANGUAGE:

1. To recommend that the City Council approve the:

☐ Reclassification and retitling of a Distribution Working Foreperson, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position to the Distribution Operations Lead, a Regular, Full-time, Non-Exempt, AFSCME, Grade 19 position.

☐ Immediate reclassification and retitling of two currently vacant Water Plant Operator, Full-time, Non- Exempt, AFSCME, Grade 17 positions to the tiered Drinking Water Production Technician In Training/I/II/III as follows:

o Drinking Water Production Technician In Training, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15, the first of four tiers for this position; and,

o Drinking Water Production Technician I, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, the second of four tiers for this position; and,

o Drinking Water Production Technician II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, the third of four tiers for this position.

o Drinking Water Production Technician III, a Regular, Full-time, Non-Exempt, AFSCME, Grade 19, the fourth of four tiers for this position.

☐ Reclassification and retitling of three currently occupied, legacy Water Plant Operator and three currently occupied, legacy Water Plant Mechanic positions (Regular, Full-time, Non-exempt, AFSCME, Grade 17) to the tiered Drinking Water Production Technician In Training/I/II/III as described above, upon future vacancy of the position(s) or upon the voluntary election of the incumbent(s) to tier up as qualified, whichever occurs first

ORIGINAL MOTION LANGUAGE:

1. To recommend that the City Council approve the:

☐ Reclassification and retitling of a Distribution Working Foreperson, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17 position to the Distribution Operations Lead, a Regular, Full-time, Non-Exempt, AFSCME, Grade 19 position.

☐ Immediate reclassification and retitling of two currently vacant Water Plant Operator, Full-time, Non- Exempt, AFSCME, Grade 17 positions to the tiered Drinking Water Production Technician In Training/I/II/III as follows:

o Drinking Water Production Technician In Training, a Regular, Full-time, Non-Exempt, AFSCME, Grade 15, the first of four tiers for this position; and,

o Drinking Water Production Technician I, a Regular, Full-time, Non-Exempt, AFSCME, Grade 17, the second of four tiers for this position; and,

o Drinking Water Production Technician II, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, the third of four tiers for this position.

o Drinking Water Production Technician III, a Regular, Full-time, Non-Exempt, AFSCME, Grade 18, the fourth of four tiers for this position.

☐ Reclassification and retitling of three currently occupied, legacy Water Plant Operator and three currently occupied, legacy Water Plant Mechanic positions

(Regular, Full-time, Non-exempt, AFSCME, Grade 17) to the tiered Drinking Water Production Technician In Training/I/II/III as described above, upon future vacancy of the position(s) or upon the voluntary election of the incumbent(s) to tier up as qualified, whichever occurs first.

4.6. Water Resources Drinking Water Personnel Reorganization — Distribution Operations Lead and Tiering for the Water Treatment Plant workgroup — DPW/Water Resources

Motion made by Councilor Carpenter, seconded by Councilor Barlow, to approve the motion as presented. Motion passed unanimously.

5. Adjournment

5. Adjournment

Subject	**5.1. Motion to adjourn**
Meeting	August 3, 2026 - Board of Finance Meeting - Monday, August 3, 2026, 5:00 PM, Bushor Conference Room, 149 Church Street, 1st Floor
Category	5. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

5.1. Motion to adjourn

Mayor Mulvaney-Stanak adjourned the meeting at 5:32 pm.

BURLINGTON
PARKS
RECREATION
WATERFRONT

MEMO

Date: **8/24/2026**
To: **Board of Finance and City Council**
From: **Phil Lewis, Director, Department of Parks, Recreation & Waterfront**
Alec Kaeding, Campground & Beach Manager
Re: **Lease of Childcare Space at the Robert Miller Community Center**

I. Purpose

This memo seeks approval to execute all necessary lease agreements related to the lease of the childcare space at the Robert Miller Community Center by the Greater Burlington YMCA.

II. Background

The Robert Miller Childcare Center operates out of the Robert Miller Community Center building at 130 Gosse Court Burlington VT 05401. The space includes 2,453 square feet of classroom, office kitchen, restroom, and entry space as well as approximately 2,325 square feet of exterior fenced play space.

III. Process

The City issued a Request for Proposals (RFP) in June 2026 which was advertised on the City website. During the RFP process we received two responses. The scoring to the RFP was as follows:

YMCA	282
Esra Whalen	148

The YMCA of Greater Burlington has a positive history in the city and region as a childcare provider including other locations similar to the Robert Miller Childcare Center. The YMCA proposes to operate a licensed early childhood education program providing year-round, full-day care for infants, toddlers, and preschool-aged children. Hours of operations would be 8am to 5pm with the option for early care beginning at 7:30am. Their RFP response highlighted their five-star rating by the VT Stars Quality rating system, emergent curriculum philosophy, staff certification and professional development requirements, inclusion policies, and financial stability of the organization. Staff recommend the YMCA of Greater Burlington is selected as the vendor.

IV. COMPENSATION TO THE CITY & TERMS OF LEASE AGREEMENT

The lease requires a compensation package to the City of $3,066.00 per month for the first year of the lease and a 3% increase each additional year of the lease. This revenue is already included in the FY2027 budget. The lease with the Greater Burlington YMCA will be for five (5) years with an option to extend the lease for five (5) additional one (1) year terms at the end of the original lease upon mutual agreement.

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the execution of a five-year lease agreement, with the City's option to renew for five (5) additional, one (1) year terms, with The Greater Burlington YMCA, to perform Childcare services at the Robert Miller Community & Recreation Center, such specific portion of the building to be leased as further described in Attachment A and to authorize Mayor Emma-Mulvaney-Stanak, to execute the lease and any related documents necessary or convenient to completing the transaction, subject to the review and approval as to form of the City Attorney's Office.

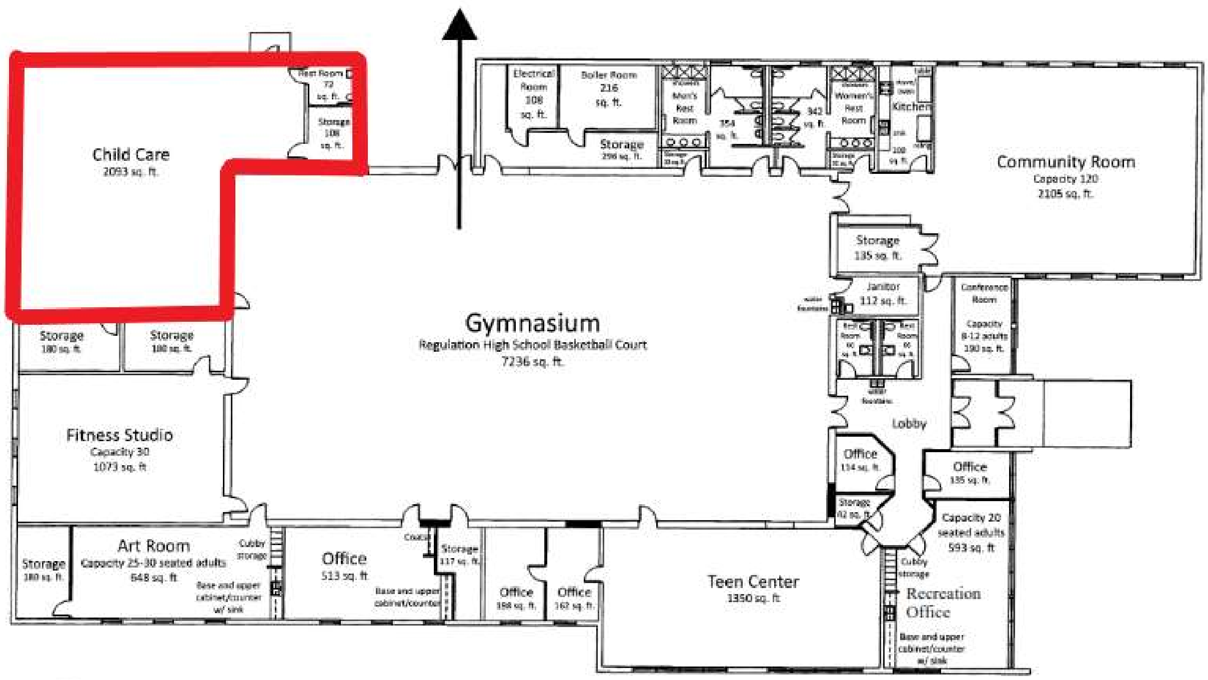
City Council Motion:

To approve and recommend that the City Council approve and authorize the execution of a five-year lease agreement, with the City's option to renew for five (5) additional, one (1) year terms, with The Greater Burlington YMCA, to perform Childcare services at the Robert Miller Community & Recreation Center, such specific portion of the building to be leased as further described in Attachment A and to authorize Mayor Emma Mulvaney-Stanak, to execute the lease and any related documents necessary or convenient to completing the transaction, subject to the review and approval as to form of the City Attorney's Office.

Attachment A: Map of the Robert Miller Space

ChildCare Leased Space

Robert Miller Community Recreation Center



BURLINGTON
PARKS
RECREATION
WATERFRONT

Emergency contact
Alec Kaeding
802-316-6988

Outdoor play area:

.

Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Alec Kaeding

Title/Subject: Robert Miller Community & Recreation center childcare Lease

	Approval:	Meeting Date:
☐	Board of Finance	8/24/2026
☐	City Council	8/24/2026
☒	Concurrent	8/24/2026

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	8/18/2026	Phil Lewis
Mayor's Office informed and approved memo	Yes	8/18/2026	Jen Zakaras
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	8/18/2026	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/18/2026	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/18/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	N/A		

Materials Included

	Included?	Note
Final Memo Attached?	Yes	
Contract Attached, if applicable?	No	
Additional Materials, if necessary	N/A	
Draft Resolution or Motion?	Yes	Motion incorporated with Memo
If for submission to Council, are sponsors identified?	N/A	

PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT

TO:	Board of Finance, City of Burlington City Council, City of Burlington
FROM:	Patrick Leahy Burlington International Airport Nic Longo, Director of Aviation Larry Lackey, Director of Planning, Engineering, and Sustainability
DATE:	August 24, 2026 September 14, 2026
SUBJECT:	Request to execute a contract with Jones Payne Group Inc. (JPG) for the construction oversight services for an amended previous authorization for approximately 58 housing units including Bid 1 and pending bid 2 of the Airports Residential Sound Insulation Program (RSIP), funded by the Office of Local Defense Community Cooperation (OLDCC).

Request

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks to:

1. Execute an Agreement with Jones Payne Group, Inc (JPG) for construction improvements construction oversight services for approximately 58 housing units (Bids 1 & 2) for the RSIP - OLDCC funded program.

Background Information

The Patrick Leahy Burlington International Airport has a residential sound insulation program for those households affected by aircraft noise. BTV had requested funding from the Office of Local Defense Community Cooperation (OLDCC) through the Department of Defense to implement this program to increase the number of homes to be mitigated in the five-year horizon. This grant opportunity is the first time appropriations have been made available through the DOD to assist in funding Federal Aviation Administration (FAA) Noise Compatibility Programs (NCP) at National Guard Facilities. BTV has been awarded a grant in the amount of $7,320,760.00 plus the local share of $813,418.00 for a total project amount of $8,134,178.00 consistent with the previous request to City Council in August of 2025 to authorize the Airport to accept this funding. To meet the timing requirement of the OLDCC grant we needed to split the requests for bids in 2. This was due to a change in FAA acoustical requirement during this grant funding opportunity. We will have a second request for bids later this year. However as outlined in the request JPG will be under contract for construction oversight services for the entire project.

On June 29, 2026, City Council authorized the director of Aviation to sign an agreement for these services with JPG, however there was an error in the amount provided by the contractor. Therefore, we are requesting new authority to proceed with signing the agreement, as amended, due to the amended project cost. The error was due to the fact that one total line in the detailed spreadsheet was not added in the project total. The level of work and scope was reviewed by an independent cost analysis and deemed reasonable, however the error was still carried forward. So we are fixing this.

Previous request: Execute a contract agreement with Jones Payne Group, Inc. for up to $1,151,233.00 with a 10% contingency, for a total approved amount up to $1,266,356.00 for the construction oversight services

New request: Execute a contract agreement with Jones Payne Group, Inc. for up to $1,666,838.00 amended from the prior authorized amount of $1,151,233.00 with a 10% contingency, for an amount up to $1,833,521.00 for construction oversight services.

OLDCC

The Community Noise Mitigation Program through OLDCC, is intended to facilitate the installation of sound insulation in covered facilities. Through the Consolidated Appropriations this funding is for airports at or near guard or reserve installations, The Office of Local Defense Community Cooperation must obligate the remaining funds through a counter-signed grant agreement no later than close of business on September 30, 2025.

RSIP

The Residential Sound Insulation Program ("RSIP") is an approved measure of the 2020 Federal Aviation Administration (FAA) approved 14 Code of Federal Regulations (CFR) Part 150 Noise Compatibility Program. The overall Program allows airports to access federal funds to mitigate noise such as installing sound insulation materials like windows, doors, insulation, HVAC systems and includes approximately 2,400 residential units located within the 65-75 Day Night Average Sound Level (DNL) contours of the approved 2024 Noise Exposure Map (NEM). It's important to note that without an approved NCP or NEM, no federal funds can be obligated towards these programs. Homes in this project will be located in the City of South Burlington, City of Winooski, or Town of Williston. Properties will be selected based upon their location within or adjacent to the approved 2024 Noise Exposure Map (NEM) 65 - 75 DNL with a goal of balancing the program homes between the most affected cities/town of South Burlington, Winooski and Williston. Home selection is to be determined as part of this scope of work outlined in these grants. For further information, all of our NCP and NEM documentation can be found at btvsound.com

Benefits Anticipated:

The project will reduce interior noise levels of the eligible properties by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior eligible living areas. Upgrades may include replacement of windows and doors with acoustically rated products and installation or upgrade of ventilation systems. The sound insulation treatments are designed to reduce the interior noise levels to below 45 DNL and provide a minimum noise level reduction of 5dB, all of which is a requirement of the FAA. It is anticipated that this project construction improvements will benefit an estimated 39 housing units and ultimately approximately 58 units after the second bid. The entire program once completed is anticipated to benefit approximately 2400 homeowners, which equates to approximate 5500 occupants.

Project approach

Jones Payne Group, Inc. (JPG) was selected to provide construction oversight and resident representative (RPR) services through the Airports 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 qualifications-based process with an independent fee estimate (IFE) is completed for projects. Anything over $100,000 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 on the results of the IFE.

Funding:

The funding is from the OLDCC program, as outlined which provides 90% funding. The remaining 10% is the local share which will supplemented with Passenger Facility Charges (PFC). We also receive a portion of the local share reimbursement from an agreement with Vermont Gas Systems (VGS) when these improvement balance/compare with their home energy efficiency program.

PROPOSED MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract agreement with Jones Payne Group, Inc. for up to $1,666,838.00 amended from the prior authorized amount of $1,151,233.00 with a 10% contingency, for an amount up to $1,833,521.00 from the prior authorized amount of $1,266,356.00 for the construction oversight services for improvements for approximately 58 housing units by the OLDCC funded Residential Sound Insulation Program, subject to review and approval of the City Attorney's Office."

City Council

1. "To authorize the Director of Aviation to execute a contract agreement with Jones Payne Group, Inc. for up to $1,666,838.00 amended from the prior authorized amount of $1,151,233.00 with a 10% contingency, for an amount up to $1,833,521.00 from the prior authorized amount of $1,266,356.00 for the construction oversight services for improvements for approximately 58 housing units by the OLDCC funded Residential Sound Insulation Program, subject to review and approval of the City Attorney's Office.

CITY OF BURLINGTON
DRAFT CONSULTANT CONTRACT

This Consultant Contract ("Contract") is entered into by and between the City of Burlington, Vermont ("the City"), and The Jones Payne Group ("Consultant"), a Massachusetts corporation licensed to do business in Vermont located at 123 North Washington St. 3rd Fl. Boston, Massachusetts 02114.

Consultant 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 4 (Scope of Work) of this Contract.

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 Consultant, and "Parties" means the City and Consultant.

D. **"Project"** means the Patrick Leahy Burlington International Airport Sound Insulation Program OLDCC construction phase.

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 Consultant to provide administrative and technical assistance for noise related issues.

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 Consultant 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 [__December 31, 2030______] or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Consultant shall perform the services listed in Attachment A (Request for Proposals) to the reasonable satisfaction of the Director of Aviation or designee and as described in Attachment B (Consultant's Response to Request for Proposals), subject to Section 7.B hereof and the reasonable directions of Director of Aviation or designee.

5. PAYMENT FOR SERVICES

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

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

C. Maximum Limiting Amount. The total amount that may be paid to the Consultant for all services and expenses under this Contract shall not exceed the maximum limiting amount of **$1,666,838**. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.

D. Invoice. Consultant 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:

Larry Lackey, Director of Engineering, Planning, and Sustainability
1200 Airport Drive, Suite 1
South Burlington, VT 05403

Madison Reagan, Environmental Compliance and Project Manager
1200 Airport Drive, Suite 1
South Burlington, VT 05403

The City reserves the right to request supplemental information prior to payment. Consultant 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 Consultant 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: Consultant's Scope of Work dated April 28, 2026
Attachment B: Consultant's Fee Proposal dated April 28, 2026
Attachment C: Burlington Standard Contract Conditions for Consultants
Attachment D: Burlington Livable Wage Ordinance Certification
Attachment E: Burlington Outsourcing Ordinance Certification
Attachment F: Burlington Union Deterrence Ordinance Certification
Attachment G: Consultant's Certificate of Insurance & Endorsements

B. Order of Precedent. To the extent a conflict or inconsistency exists between the Contract Documents, or provisions therein, then the Contract takes precedent. Any Invitation for Bids, Additional Contract Provisions, and the City Ordinance Certifications shall prevail over any inconsistency with the Contractor's Scope of Work and Cost Proposal.

8. [Reserved]

— 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.

Consultant
The Jones Payne Group, Inc.

By: ______________________________
John Hansen III, President

Date: ____________________________

City of Burlington
Patrick Leahy Burlington International Airport

By: ______________________________
Nic Longo
Director of Aviation

Date: ___________________

Attachment A:
Consultant's Scope of Work dated March, 2026

PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT
RESIDENTIAL SOUND INSULATION PROGRAM
OLDCC CONSTRUCTION PHASE SERVICES – 58 HOMES
MARCH 2026

This task order will focus on the construction administration up to 58 homes. The homes are split into two separate bid packages/construction contracts. The schedule presumes a 52 week duration for package 1 and a 44 week duration for package 2. While there may be some calendar overlap between the packages, it is minimal- the closeout of one overlaps with the preconstruction of the next. We have included a draft schedule with the scope of work which reflects our schedule assumptions for this scope and fee. Also included in this scope is a resident construction representative and post construction acoustical testing.

For this scope of work, a "home" is defined and counted as:
- A single building containing no more than two dwelling units counts as one (1) home.
- A single condominium unit counts as one (1) home.
- A three-family apartment building counts as one and one-half (1.5) homes.
- A four-family apartment building counts as two (2) homes.
- A five-family apartment building counts as two and one-half (2.5) homes.
- A six-family apartment building counts as three (3) homes.

For this scope of work, a property is defined as:
- A parcel or plot of land, including all structures located on that parcel.

The following activities will occur:

Task 1. <u>Program Oversight and Coordination</u>

- ***Project Management/Reporting***

  The Team will provide oversight and management for all task-related services identified in this scope of work. Management and coordination will include project procedures, policies, reporting, and communications, both written and verbal.

  Reports and data required by OLDCC will be coordinated and provided.

Task 2. <u>Conduct Post-Construction Acoustical Testing & Report</u>

The Team will conduct two rounds of post-construction acoustical testing for up to 6 properties constructed in accordance with the ATP's established procedures. Following each round of testing, the Team will prepare a report comparing pre- and post-NLR values to verify that the performance of the acoustical treatments meets the Project's goals. The Team shall review these reports and coordinate any revisions prior to their submittal to the Airport.

Travel Assumptions:
HMMH: Up to three (3) staff members will participate in each 2-day measurement effort. One (1) senior staff member will also perform on-site management and technical oversight for up to two (2) days during each round of acoustical testing. For budgeting purposes, it is assumed that two of these staff are local (based in HMMH's Burlington, Massachusetts office, and traveling by car) and that two additional staff are based in California (requiring airfare). A total of twenty-four (24) hotel nights should be budgeted for the out-of-state staff members. Principal Consultant (2x3 night trip), Senior Consultant (2x3 night trip), Consultant (2x3 night trip), Consultant (2x3 night trip). Budgeting assumes one rental car is large enough to carry all equipment for the duration of the testing.

Task 3. <u>Construction Activities – 58 Homes</u>

- ***Local Agency Coordination***

The Team will coordinate with local utilities and the building department during the construction phase. Upon receipt of the final contractor work schedule for the Project, the Team will inform the agencies and participating homeowners on a weekly basis where work will take place and at which residences. This will be carried out as a courtesy to the agencies and as an essential part of keeping the homeowners informed.

- ***Conduct Pre-Construction Conference/Walk-Through***

The Team will conduct a pre-construction conference and walk-through with the contractor. A house-by-house walkthrough will be scheduled to take final measurements of the products for the units and to discuss and resolve issues related to atypical installation conditions. Resolution regarding architectural, mechanical, electrical, and ventilation systems (including equipment locations, line set routing, duct sizing and routing, and electrical system upgrades) will occur during the walk-through.

Travel assumptions:
JP Architect will travel up by car for one full day of house walkthroughs. One day of travel time. Two hotel nights.

- ***Review Contractor Submittals and Work Schedules***

The Team will receive shop drawings, project submittals, schedule of values, schedule and technical information from the contractors to review for conformance with the contract documents.

- ***Inventory Materials at Contractor's Warehouse***

The Team will inventory all contractor materials, including window and door products, mechanical equipment, miscellaneous trim, insulation, among other acoustical products, to determine that the materials are being provided as specified and to ensure that all the products and materials for each unit are in the contractor's local warehouse prior to approving the start of work in each unit.

- ***Respond to RFI's & Issue Field Directives***

The Team will respond to all Requests for Information (RFI's) from the contractor and issue Field Directives regarding how the work will proceed, including negotiation and preparation of Field Directives, RFI responses and processing.

- ***Monitor Contractor Schedules / Work Progress***

The Team will observe the contractor's work and monitor actual progress against the approved schedule. Any deviations from the schedule will be noted. Any issues that arise in the field will be monitored and background information on the issue(s) will be provided for Airport review. We assumed 2 house starts per week.

Travel assumptions:
JP Architect will make 4 two-night trips to the site for observation. Four days of travel time, 8 hotel nights.

- ***Conduct Construction Progress Meetings***

The Team will conduct weekly construction progress meetings and create minutes/action items for distribution to all parties. Meetings shall be attended by the Contractor, all Sub-Contractors, a Consultant representative, and the Airport. These meetings will be held in conjunction with pre-construction and construction phase activities.

- ***Provide Construction Representative(s)***

In addition to the construction administration tasks noted herein, the Team will provide a qualified construction representative to be available throughout the term of the construction contract to: observe and monitor construction progress, create photographic documentation and prepare daily logs, verify that the correct materials/products are being installed, address questions in the field or refer issues to the Team for clarification, investigate claims and initiate documentation for any changes in the work. The construction representative will complete and maintain and submit a daily report each day that construction is taking place. Additionally, any daily reports submitted by the contractor will be reviewed on a daily basis by the construction representative for accuracy and completeness.

- ***Review of Hazardous Materials Abatement Procedures***

The Team will review procedures used by the contractor as it relates to the abatement of the hazardous materials. This will include review of the contractor's lead paint abatement procedures and work practices, and review of the contractor's abatement procedures. The Team will also prepare air clearance monitoring reports for asbestos-containing materials and testing for lead-based paint. The Team will provide lead remediation oversight, and air clearance testing.

- ***Review & Process Contractor's Application for Payment***

The Team will review contractor's monthly "Application for Payment" forms, including a "pencil" copy to be agreed to by the architect, the construction manager, and the Airport's Project manager. Upon satisfactory resolution of discrepancies and consistency with completed work in accordance with the contract documents for the project, a final draft payment application will be generated by the Team and forwarded to the Airport for processing (in some cases, whether there is full agreement with the contractor or not).

- ***Transmittal of Contractor's Certified Payroll Records***

The Team will transmit the contractor's certified payroll records to the Airport. It is the responsibility of Airport to verify workforce composition, the accuracy of payroll records, and compliance with State and Federal Wage Rates.

This effort is captured in the Application for Payment subtask

- ***Review & Resolve Contract Claims***

The Team will review the RFI / Proposal file, analyze the contract changes in scope, contract schedule and sum. Should a contractor's claim be submitted, the Team will review and negotiate the change and make a recommendation to the Airport for resolution and/or approval.

- ***Substantial Completion***

Upon written notice by the contractor that the work in a home is substantially complete, the Team shall conduct a substantial completion walk-through and verify that all products are installed and operational. The Team will prepare a punch list and issue a "Certificate of Substantial Completion". A copy of the punch list will be provided to the Contractor, the Construction Representative, and the Airport.

Travel assumptions, Rimkus: 1 Day Onsite + 1 Travel Day X 2 People, 30 Trips

- ***Conduct Final Inspections***

The Team will conduct a final inspection of each residence in the Project. The Team will verify that all of the punch-listed items have been satisfactorily completed in order to close out the contract.

Travel assumptions, Rimkus: 1 Day Onsite X 2 People, 15 Trips

- ***Review As Built Drawings***

The Consultant will coordinate with the Contractor to ensure that they complete As-Built drawings of the work as actually performed. The Consultant will review these drawings for consistency with the Consultant's own records.

- ***Provide Contract Closeout Documents***

The Team will assist in the preparation of a reconciliation change order for close out of the contract, as required, as well as a contractor performance evaluation.

The Team will receive all required warranties, operating manuals, maintenance data, and instructions required by the Contract Documents and review them for compliance with contract requirements. Completed warranty packages will be distributed to the Homeowners.

The Team will administer other contract closeout procedures with the General Contractor (upon receipt of the Final Application for Payment, Bonds, Release of Liens, As-Built Drawings, and Contract Photos). The Team will submit the contract closeout documents to the Airport.

- ***Prepare Final Project Report***

The Team will prepare a Final Project Report for all participating dwellings that summarizes the Project experience from a cost analysis, acoustical performance, and DBE goals.

DELIVERABLES:

All deliverables will be in an electronic format (MS Word/ Excel / Project / PDF) unless otherwise specified.

Task 1: Program Oversight and Coordination

- Meeting Summary for each meeting associated with Airport, contractor, OLDCC or other non-team related entities

Task 2: Conduct Post-Construction Acoustical Testing & Report

- Draft and Final Post Construction Acoustical Test Report

Task 3: Construction Activities

- Preconstruction meeting summary
- Review and approval of all submittals and shop drawings
- Request for Information responses
- Daily construction observation reports
- Construction meeting agendas and summaries
- Review and approval of contractor's hazardous materials abatement procedures
- Air clearance monitoring reports for ACM, if required
- Testing reports for lead-based paint, if required.
- Review and approval of contractor's application for payment
- Recommendation regarding proposed change orders
- Documentation of home and contract substantial completion
- Documentation of home and contract final completion
- Verified As-built Drawings
- Transmittal of contractor's closeout documents as required by the contract documents
- Final project report for use by Airport for submittal to OLDCC

Attachment B:
Consultant's Fee Proposal dated June 5, 2026

The Jones Payne Group Fee Summary ***Updated June 5, 2026***

Patrick Leahy Burlington International Airport

OLDCC Construction Phase Services for 58 Homes

Includes:

Construction Administration for 58 homes in two separate bid packages

Resident project representative

Acoustic post-testing & report

PRIME CONSULTANT: ***The Jones Payne Group***

	AMOUNTS		
FIRM	**FEE**	**EXPENSES**	**TOTAL**
Jones Payne Group	$747,972	$7,070	$755,042
Rimkus	$241,358	$60,676	$302,034
HMMH	$76,180	$12,400	$88,580
KAS Consultants	$5,520	$58	$5,578
EIV Technical Services	$484,279	$31,326	$515,605
TOTAL	**$1,555,308**	**$111,530**	**$1,666,838**

JONES PAYNE GROUP TEAM FEE *Updated June 5, 2026* BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES	JP	RIMKUS	HMMH	KAS	EIV	TOTAL
Task 1 Program Oversight and Coordination						
Project Management & Reporting	$ 204,680	$ -	$ -	$ -	$ 3,377	$ 208,057
Subtotal Direct Labor $s Task 1	**$ 204,680**	**$ -**	**$ -**	**$ -**	**$ 3,377**	**$ 208,057**
Subtotal Hours $s Task 1	**870**	**0**	**0**	**0**	**0**	**$ 870**
Task 2 - Conduct Post Construction Acoustical Testing & Report						
Post Construction Acoustical Testing & Report	$ -	$ -	$ 76,180	$ -	$ -	$ 76,180
Subtotal Direct Labor $s Task 2	**$ -**	**$ -**	**$ 76,180**	**$ -**	**$ -**	**$ 76,180**
Subtotal Hours $s Task 2	**0**	**0**	**420**	**0**	**0**	**$ 420**
Task 3 - Construction Activities						
Local Agency Coordination	$ 2,332	$ -	$ -	$ -	$ -	$ 2,332
Conduct Pre-Construction Conference / Walk-through	$ 40,170	$ 38,876	$ -	$ -	$ -	$ 79,046
Review of Contractor Submittals, Work Schedule	$ 91,810	$ 22,015	$ -	$ 460	$ -	$ 114,285
Inventory Materials at Contractor's Warehouse	$ 15,580	$ -	$ -	$ -	$ -	$ 15,580
Respond to RFI's & Issue Field Directives	$ 70,200	$ 20,346	$ -	$ 690	$ -	$ 91,236
Monitor Contractor Schedules / Work Progress	$ 93,180	$ -	$ -	$ -	$ -	$ 93,180
Conduct Construction Progress Meetings	$ 32,288	$ 11,047	$ -	$ 690	$ -	$ 44,025
Provide Construction Representative(s)	$ -	$ -	$ -	$ -	$ 480,901	$ 480,901
Review of Hazardous Materials Abatement Procedures	$ -	$ -	$ -	$ 2,720	$ -	$ 2,720
Review & Process Contractor's Application for Payment	$ 11,660	$ -	$ -	$ -	$ -	$ 11,660
Transmittal of Contractor's Certified Payroll Records	$ 2,940	$ -	$ -	$ -	$ -	$ 2,940
Review & Resolve Contract Claims	$ 34,880	$ 4,150	$ -	$ -	$ -	$ 39,030
Substantial Completion	$ 35,130	$ 105,184	$ -	$ -	$ -	$ 140,314
Conduct Final Inspections	$ 19,952	$ 34,208	$ -	$ -	$ -	$ 54,160
Review As Built Drawings	$ 26,460	$ 4,242	$ -	$ -	$ -	$ 30,702
Provide Contract Closeout Documents	$ 40,760	$ 860	$ -	$ 960	$ -	$ 42,580
Prepare Final Project Report	$ 25,950	$ 430	$ -	$ -	$ -	$ 26,380
Subtotal Direct Labor $s Task 3	**$ 543,292**	**$ 241,358**	**$ -**	**$ 5,520**	**$ 480,901**	**$ 1,271,071**
Subtotal Hours $s Task 3	**2871.5**	**2101**	**0**	**51**	**3580**	**$ 8,604**
TOTAL DIRECT LABOR DOLLARS	**$ 747,972**	**$ 241,358**	**$ 76,180**	**$ 5,520**	**$ 484,279**	**$ 1,555,308**
TOTAL DIRECT LABOR HOURS	**3741.5**	**2101**	**420**	**51**	**3580**	**$ 9,894**
Direct Expenses						
TOTAL DIRECT EXPENSES	**$ 7,070**	**$ 60,676**	**$ 12,400**	**$ 58**	**$ 31,326**	**$ 111,530**
TOTAL FEE	**$ 755,042**	**$ 302,034**	**$ 88,580**	**$ 5,578**	**$ 515,605**	**$ 1,666,838**

JONES PAYNE GROUP BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Principal Consultant	Project Architect	Project Manager	Outreach lead	Construction administrator	TOTAL HOURS	COST
		$325.00	$289.00	$220.00	$147.00	$147.00		
Task 1 Program Oversight and Coordination								
1.01	Project Management & Reporting	80	240	390	80	80	870	$ 204,680
Subtotal Direct Labor $s Task 1		**80**	**240**	**390**	**80**	**80**	**870**	
Subtotal Hours $s Task 1		**$26,000**	**$69,360**	**$85,800**	**$11,760**	**$11,760**		**$ 204,680**
Task 2 - Conduct Post Construction Acoustical Testing & Report								
2.01	Post Construction Acoustical Testing & Report						0	$ -
Subtotal Direct Labor $s Task 2		**0**	**0**	**0**	**0**	**0**	**0**	
Subtotal Hours $s Task 2		**$0**	**$0**	**$0**	**$0**	**$0**		**$ -**
Task 3 - Construction Activities								
3.01	Local Agency Coordination		4			8	12	$ 2,332
3.02	Conduct Pre-Construction Conference / Walk-through		50	10	80	80	220	$ 40,170
3.03	Review of Contractor Submittals, Work Schedule		160		30	280	470	$ 91,810
3.04	Inventory Materials at Contractor's Warehouse			4		100	104	$ 15,580
3.05	Respond to RFI's & Issue Field Directives		60	120		180	360	$ 70,200
3.06	Monitor Contractor Schedules / Work Progress		180			280	460	$ 93,180
3.07	Conduct Construction Progress Meetings	10	40		40	80	170	$ 32,288
3.08	Provide Construction Representative(s)						0	$ -
3.09	Review of Hazardous Materials Abatement Procedures						0	$ -
3.10	Review & Process Contractor's Application for Payment		20			40	60	$ 11,660
3.11	Transmittal of Contractor's Certified Payroll Records					20	20	$ 2,940
3.12	Review & Resolve Contract Claims		80			80	160	$ 34,880
3.13	Substantial Completion		30			180	210	$ 35,130
3.14	Conduct Final Inspections		8			120	128	$ 19,952
3.15	Review As Built Drawings					180	180	$ 26,460
3.16	Provide Contract Closeout Documents		80			120	200	$ 40,760
3.17	Prepare Final Project Report	8	30	40		40	118	$ 25,950
Subtotal Hours Task 3		**18**	**742**	**174**	**150**	**1788**	**2872**	
Subtotal Direct Labor $s Task 3		**$5,688**	**$214,438**	**$38,280**	**$22,050**	**$262,836**		**$ 543,292**
TOTAL LABOR HOURS		**98**	**982**	**564**	**230**	**1,868**	**3,742**	
TOTAL DIRECT LABOR DOLLARS		**$31,688**	**$283,798**	**$124,080**	**$33,810**	**$274,596**		**$ 747,972**

	Direct Expenses						**Expenses Cost**	
DIRECT EXPENSES		Rate	Units	Quantity			**TOTAL EXPENSES**	
	Airfare		Round trip					#VALUE!
	Lodging	$ 202.00	Nights	10				$ 2,020
	Meals / Per Diem	$ 86.00	Days	15				$ 1,290
	Mileage/ Tolls	$ 0.730	Miles	3000				$ 2,190
	Photocopies / Printing / Professional Publications	$ 1.50	Pages	58				$ 87
	Postage / Courier / Overnight	$ 1.00	Letter	58				$ 58
	Office Supplies							
	Structural Services							
	Translation Services							
	Construction management software license	$ 75.00	Month	19				$ 1,425
TOTAL DIRECT EXPENSES								**$ 7,070**
TOTAL FEE								**$ 755,042**

RIMKUS INC. - MECHANICAL & ELECTRICAL BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Vice President	PM-Elect.	Elect. Engineer	PM-HVAC	Code	HVAC Engineer	CADD Technician	Sr.Electrical Consultant	CADD Manager	TITLE	TITLE	TITLE	TOTAL HOURS	COST
		$411.21	$97.79	$116.83	$150.36	$246.92	$117.29	$78.62	$243.39	$116.83	$0.00	$0.00	$0.00		
Task 1 Program Oversight and Coordination															
1.01	Project Management & Reporting													0	$ -
Subtotal Direct Labor $s Task 1		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Subtotal Hours $s Task 1		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$ -**
Task 2 - Conduct Post Construction Acoustical Testing & Report															
2.01	Post Construction Acoustical Testing & Report													0	$ -
Subtotal Direct Labor $s Task 2		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	
Subtotal Hours $s Task 2		**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$ -**
Task 3 - Construction Activities															
3.01	Local Agency Coordination													0	$ -
3.02	Conduct Pre-Construction Conference / Walk-through	8	172				160							340	$ 38,876
3.03	Review of Contractor Submittals, Work Schedule	4	50	37	4		90							185	$ 22,015
3.04	Inventory Materials at Contractor's Warehouse													0	$ -
3.05	Respond to RFI's & Issue Field Directives	8	65	8	8		73							162	$ 20,346
3.06	Monitor Contractor Schedules / Work Progress													0	$ -
3.07	Conduct Construction Progress Meetings	8	30		4		36							78	$ 11,047
3.08	Provide Construction Representative(s)													0	$ -
3.09	Review of Hazardous Materials Abatement Procedures													0	$ -
3.10	Review & Process Contractor's Application for Payment													0	$ -
3.11	Transmittal of Contractor's Certified Payroll Records													0	$ -
3.12	Review & Resolve Contract Claims	8	4				4							16	$ 4,150
3.13	Substantial Completion	4	480		2		480							966	$ 105,184
3.14	Conduct Final Inspections	4	150		2		150							306	$ 34,208
3.15	Review As Built Drawings		2	16	2		16							36	$ 4,242
3.16	Provide Contract Closeout Documents		4				4							8	$ 860
3.17	Prepare Final Project Report		2				2							4	$ 430
Subtotal Hours Task 3		**44**	**959**	**61**	**22**	**0**	**1015**	**0**	**0**	**0**	**0**	**0**	**0**	**2101**	
Subtotal Direct Labor $s Task 3		**$18,093**	**$93,781**	**$7,127**	**$3,308**	**$0**	**$119,049**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$ 241,358**
TOTAL LABOR HOURS		**44**	**959**	**61**	**22**	**-**	**1,015**	**-**	**-**	**-**	**-**	**-**	**-**	**2,101**	
TOTAL DIRECT LABOR DOLLARS		**$18,093**	**$93,781**	**$7,127**	**$3,308**	**$0**	**$119,049**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**		**$ 241,358**

	Direct Expenses													**Expenses Cost**	
DIRECT EXPENSES		Rate	Units	Trips	People									**TOTAL EXPENSES**	
	Airfare														$ -
	Lodging	$ 200.00	1	50	2										$ 20,000
	Meals / Per Diem	$ 86.00	1	61	2										$ 10,492
	Mileage/ Tolls	$ 0.700	440	49	2										$ 30,184
	Photocopies / Printing / Professional Publications														
	Postage / Courier / Overnight														
	Office Supplies														
	Structural Services														
	Translation Services														
	Miscellaneous														
TOTAL DIRECT EXPENSES															**$ 60,676**
TOTAL FEE															**$ 302,034**

HMMH INC - ACOUSTICAL BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Principal Cons. II	Senior Cons. III	Consultant II	Consultant III	TOTAL HOURS	COST
		$254.00	$180.00	$144.00	$133.00		
Task 1 Program Oversight and Coordination							
1.01	Project Management & Reporting					0	$ -
Subtotal Direct Labor $s Task 1		**0**	**0**	**0**	**0**	**0**	
Subtotal Hours $s Task 1		**$0**	**$0**	**$0**	**$0**		**$ -**
Task 2 - Conduct Post Construction Acoustical Testing & Report							
2.01	Post Construction Acoustical Testing & Report	120	100	100	100	420	$ 76,180
Subtotal Direct Labor $s Task 2		**120**	**100**	**100**	**100**	**420**	
Subtotal Hours $s Task 2		**$30,480**	**$18,000**	**$14,400**	**$13,300**		**$ 76,180**
Task 3 - Construction Activities							
3.01	Local Agency Coordination					0	$ -
3.02	Conduct Pre-Construction Conference / Walk-through					0	$ -
3.03	Review of Contractor Submittals, Work Schedule					0	$ -
3.04	Inventory Materials at Contractor's Warehouse					0	$ -
3.05	Respond to RFI's & Issue Field Directives					0	$ -
3.06	Monitor Contractor Schedules / Work Progress					0	$ -
3.07	Conduct Construction Progress Meetings					0	$ -
3.08	Provide Construction Representative(s)					0	$ -
3.09	Review of Hazardous Materials Abatement Procedures					0	$ -
3.10	Review & Process Contractor's Application for Payment					0	$ -
3.11	Transmittal of Contractor's Certified Payroll Records					0	$ -
3.12	Review & Resolve Contract Claims					0	$ -
3.13	Substantial Completion					0	$ -
3.14	Conduct Final Inspections					0	$ -
3.15	Review As Built Drawings					0	$ -
3.16	Provide Contract Closeout Documents					0	$ -
3.17	Prepare Final Project Report					0	$ -
Subtotal Hours Task 3		**0**	**0**	**0**	**0**	**0**	
Subtotal Direct Labor $s Task 3		**$0**	**$0**	**$0**	**$0**		**$ -**

TOTAL LABOR HOURS		**120**	**100**	**100**	**100**	**420**	
TOTAL DIRECT LABOR DOLLARS		**$30,480**	**$18,000**	**$14,400**	**$13,300**		**$ 76,180**

	Direct Expenses					**Expenses Cost**	
DIRECT EXPENSES		Rate	Units	Trips	People	**TOTAL EXPENSES**	
	Airfare	$ 750.00	4	2	2		$ 3,000
	Lodging	$ 202.00	24	2	3 to 4		$ 4,848
	Meals / Per Diem	$ 86.00	32	2	3 to 4		$ 2,752
	Parking / Taxi	$ 150.00	4	2	2		$ 600
	Gasoline / Tolls	$ 100.00	2	2	3 to 4		$ 200
	Rental Car	$ 500.00	2	2	3 to 4		$ 1,000
	Miscellaneous						$ -
	Postage / Courier / Overnight						
	Office Supplies						
	Structural Services						
	Translation Services						
	Miscellaneous						
TOTAL DIRECT EXPENSES							**$ 12,400**

TOTAL FEE							**$ 88,580**

KAS CONSULTANTS - ENVIRONMENTAL BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Senior Manager	Project Manager	Field Inspector	Industrial Hygienists	Project Adminstrator	TOTAL HOURS	COST
		$140.00	$115.00	$100.00	$0.00	$65.00		
Task 1 Program Oversight and Coordination								
1.01	Project Management & Reporting						0	$ -
Subtotal Direct Labor $s Task 1		**0**	**0**	**0**	**0**	**0**	**0**	
Subtotal Hours $s Task 1		**$0**	**$0**	**$0**	**$0**	**$0**		**$ -**
Task 2 - Conduct Post Construction Acoustical Testing & Report								
2.1	Post Construction Acoustical Testing & Report						0	$ -
Subtotal Direct Labor $s Task 2		**0**	**0**	**0**	**0**	**0**	**0**	
Subtotal Hours $s Task 2		**$0**	**$0**	**$0**	**$0**	**$0**		**$ -**
Task 3 - Construction Activities								
3.01	Local Agency Coordination						0	$ -
3.02	Conduct Pre-Construction Conference / Walk-through						0	$ -
3.03	Review of Contractor Submittals, Work Schedule		4				4	$ 460
3.04	Inventory Materials at Contractor's Warehouse						0	$ -
3.05	Respond to RFI's & Issue Field Directives		6				6	$ 690
3.06	Monitor Contractor Schedules / Work Progress						0	$ -
3.07	Conduct Construction Progress Meetings		6				6	$ 690
3.08	Provide Construction Representative(s)						0	$ -
3.09	Review of Hazardous Materials Abatement Procedures		8	18			26	$ 2,720
3.10	Review & Process Contractor's Application for Payment						0	$ -
3.11	Transmittal of Contractor's Certified Payroll Records						0	$ -
3.12	Review & Resolve Contract Claims						0	$ -
3.13	Substantial Completion						0	$ -
3.14	Conduct Final Inspections						0	$ -
3.15	Review As Built Drawings						0	$ -
3.16	Provide Contract Closeout Documents	1	6			2	9	$ 960
3.17	Prepare Final Project Report						0	$ -
Subtotal Hours Task 3		**1**	**30**	**18**	**0**	**2**	**51**	
Subtotal Direct Labor $s Task 3		**$140**	**$3,450**	**$1,800**	**$0**	**$130**		**$ 5,520**

TOTAL LABOR HOURS		**1**	**30**	**18**	**-**	**2**	**51**	
TOTAL DIRECT LABOR DOLLARS		**$140**	**$3,450**	**$1,800**	**$0**	**$130**		**$ 5,520**

	Direct Expenses						**Expenses Cost**	
DIRECT EXPENSES		Rate	Units	Samples	People		**TOTAL EXPENSES**	
	Airfare							$ -
	Lodging							$ -
	Meals / Per Diem							$ -
	Mileage/ Tolls	$ 0.725	80					58.00
	Photocopies / Printing / Professional Publications							
	Postage / Courier / Overnight							
	Office Supplies							
	Structural Services							
	Miscellaneous - Asbestos Bulk Samples - 1 day results		each					**$ -**
	Miscellaneous - Lead Wipe Samples - 1 day results		each					**$ -**
TOTAL DIRECT EXPENSES								**$ 58**

TOTAL FEE								**$ 5,578**

EIV TECHNICAL SERVICES - OBSERVATION BTV RESIDENTIAL SOUND INSULATION PROGRAM OLDCC CONSTRUCTION PHASE SERVICES		Project Manager	Construction Observation		TOTAL HOURS	COST
		$153.52	$134.33	$0.00		
Task 1 Program Oversight and Coordination						
1.01	Project Management & Reporting	8	16		24	$ 3,377
Subtotal Direct Labor $s Task 1		**8**	**16**	**0**	**24**	
Subtotal Hours $s Task 1		**$1,228**	**$2,149**	**$0**		**$ 3,377**
Task 2 - Conduct Post Construction Acoustical Testing & Report						
2.1	Post Construction Acoustical Testing & Report				0	$ -
Subtotal Direct Labor $s Task 2		**0**	**0**	**0**	**0**	
Subtotal Hours $s Task 2		**$0**	**$0**	**$0**		**$ -**
Task 3 - Construction Activities						
3.01	Local Agency Coordination				0	$ -
3.02	Conduct Pre-Construction Conference / Walk-through				0	$ -
3.03	Review of Contractor Submittals, Work Schedule				0	$ -
3.04	Inventory Materials at Contractor's Warehouse				0	$ -
3.05	Respond to RFI's & Issue Field Directives				0	$ -
3.06	Monitor Contractor Schedules / Work Progress				0	$ -
3.07	Conduct Construction Progress Meetings				0	$ -
3.08	Provide Construction Representative(s)		3,580		3580	$ 480,901
3.09	Review of Hazardous Materials Abatement Procedures				0	$ -
3.10	Review & Process Contractor's Application for Payment				0	$ -
3.11	Transmittal of Contractor's Certified Payroll Records				0	$ -
3.12	Review & Resolve Contract Claims				0	$ -
3.13	Substantial Completion				0	$ -
3.14	Conduct Final Inspections				0	$ -
3.15	Review As Built Drawings				0	$ -
3.16	Provide Contract Closeout Documents				0	$ -
3.17	Prepare Final Project Report				0	$ -
Subtotal Hours Task 3		**0**	**3580**	**0**	**3580**	
Subtotal Direct Labor $s Task 3		**$0**	**$480,901**	**$0**		**$ 480,901**

TOTAL LABOR HOURS		**8**	**3,596**	**-**	**3,604**	
TOTAL DIRECT LABOR DOLLARS		**$1,228**	**$483,051**	**$0**		**$ 484,279**

	Direct Expenses				**Expenses Cost**	
DIRECT EXPENSES		Rate	Units	Quantity	**TOTAL EXPENSES**	
	Airfare					$ -
	Lodging					$ -
	Meals / Per Diem					$ -
	Mileage/ Tolls	$ 0.725	37850			$ 27,441
	Photocopies / Printing / Professional Publications					
	Postage / Courier / Overnight					
	Office Supplies					
	Structural Services					
	Miscellaneous		each			**$ -**
	Construction management software license	$ 185.00	month	21		**$ 3,885**
TOTAL DIRECT EXPENSES						**$ 31,326**

TOTAL FEE						**$ 515,605**

Attachment C:
Burlington Standard Contract Conditions For Consultants

ATTACHMENT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONSULTANTS

1. **DEFINITIONS:**
   - **A.** The "Contract" shall mean the Contract between Consultant and the City to which these conditions apply and includes this Attachment C.
   - **B.** The "Consultant" 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 Consultant, as provided in the Contract.

2. **REGISTRATION:** The Consultant 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 Consultant shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Consultant, its employees or agents, or its subconsultants, if any.

5. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Consultant's use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.

6. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Consultant shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. 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 Consultant 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 person so involved within one (1) year of termination of employment with the City.

The Consultant warrants that no company or person has been employed or retained, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that no company or person has been paid or has a contract with the Consultant to be paid, other than a bona fide employee working solely for the Consultant, 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 Consultant, from work related to the Contract, for misconduct, incompetence, or negligence as determined by the City, in the due and proper performance of Consultant's duties, or for neglecting or refusing to comply with the requirements of the Contract.

7. **PERFORMANCE:** Consultant warrants that performance of Work will conform to the requirements of this Contract. Consultant 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 Consultant for its own business.

8. **DESIGN STANDARDS:**

   a. Unless otherwise specifically provided for in the Contract, or directed in writing, Consultant services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Consultant is responsible to identify and follow any course of direction provided by the City.

   b. The Consultant shall ensure that any design conforms to applicable requirements of the Americans with Disabilities Act, including any regulations or design standards promulgated pursuant thereto (including, without limitation, the current edition of the ADA Accessibility Guidelines), and any more stringent disability access laws that may apply. If applicable to the Work, and to the extent appropriate in the Consultant's reasonable professional judgment, the Consultant shall build reasonable tolerances into plans to ensure that as-built or remodeled, buildings or structures comply with applicable accessibility standards (e.g., so that the future tiling of a wall will not cause a restroom stall to fail to meet minimum width standards, etc.).

9. **RESPONSIBILITY FOR SUPERVISION:** The Consultant shall assume primary responsibility for general supervision of Consultant employees and their sub-consultants 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 Consultant shall be responsible to the City for all acts or omissions of its subconsultants and any other person performing work under this Contract.

10. **UTILITIES:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Consultant will counsel with the City, plus achieve 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 Consultant shall inform the City, in writing, of any such contacts and the results thereof.

11. **INSPECTION OF WORK:** The City shall, at all times, have access to the Consultant's work for the purposes of inspection, accounting, and auditing, and the Consultant shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Consultant 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 Consultant pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

    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.

12. **REVIEWS AND ACCEPTANCES:** All preliminary and detailed designs, plans, specifications, estimates or other documents prepared by the Consultant, shall be subject to review and endorsement by the City.

    Approval for any inspections or sequences of progress of work shall be documented by letters, memoranda or other appropriate written means.

    A frequency for formal reviews shall be set forth in the Contract. Informal reviews, conducted by the City will be performed as deemed necessary. The Consultant shall respond to all official comments regardless of their source. The Consultant shall supply the City with written copies of all correspondence relating to formal and informal reviews.

    No acceptance shall relieve a Consultant of their professional obligation to correct any defects or errors in their work at their own expense.

13. **PUBLIC RELATIONS:** Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Consultant will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Consultant shall conduct themselves with propriety. The Consultant 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 Consultant agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Consultant, the City shall furnish a letter of

introduction to property owners soliciting their cooperation and explaining that the Consultant is acting as an agent of the City.

14. **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.

15. **APPEARANCES:**

    A. Hearings and Conferences: The Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant, or an appropriate representative, shall prepare and appear for any litigation concerning any relevant project or related contract, on behalf of the City. The Consultant 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.

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

    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 with 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 thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

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

Upon completion of all services covered under the Contract and payment of the agreed upon fee, the Contract with its mutual obligations shall end.

17. **DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS:** If Consultant 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, Consultant shall immediately give the City written notice thereof. Consultant 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 Consultant may proceed without any modification being made to Contract Documents.

18. **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 Consultant as soon as practicable of any non-appropriation, and Contract Consultant 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.

19. **CHANGES AND AMENDMENTS:** No changes or amendments to the Work of the Contract shall be effective unless documented in writing and signed by authorized representatives of the City and the Consultant.

20. **EXTENSION OF TIME:** The Consultant agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Consultant for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. Such delays or hindrances, if any, may be compensated for by an extension of time for such reasonable period as the City may decide. Time extensions shall be granted by amendment, only for excusable delays, such as delays beyond the control of the Consultant and without the fault or negligence of the Consultant.

21. PUBLIC HEALTH EMERGENCY:

A. Compliance with Mandates and Guidance: The Consultant 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 Consultant must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Consultant 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 Consultant shall create a public health emergency plan acceptable to the City. The Consultant 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 Consultant'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. Consultant 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: Consultant 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 Consultant has adequately corrected its failure to comply with the above.

If Consultant'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.

22. 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.

23. PAYMENT FOR EXTRA WORK, ADDITIONAL SERVICES OR CHANGES: The City may, in writing, and without invalidating the Contract, require changes resulting from revision or abandonment of work already performed by the Consultant or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Consultant, shall be incorporated in an amendment and be determined by mutual agreement. Any adjustments of this nature shall be executed under the appropriate fee established in the Contract, based on the adjusted quantity of work.

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 Consultant agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Consultant employees. The City reserves the right to audit the records of the Consultant 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 Consultant 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.

24. 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 Consultant written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Consultant fail or refuse to remedy the matters complained of within five days after the written notice is received by the Consultant, the City shall have the right to take control of the Work and either make good the deficiencies of the Consultant itself or direct the activities of the Consultant in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Consultant any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Consultant an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Consultant is in default after the time of completion stipulated in the Contract Documents.

25. **RETURN OF MATERIALS:** Consultant 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.

26. **ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Consultant'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 Consultant or their sureties from any obligations under the Contract Documents or any performance or payment bond.

27. **OWNERSHIP OF THE WORK:** The Consultant 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 Consultant, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Consultant agrees to allow the City access to all "instruments of professional service" at any time. The Consultant 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 Consultant may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.

28. **PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Consultants under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. The Consultant, 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.

29. **PUBLIC RECORDS:** The Consultant 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 Consultant 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.

30. **RECORDS RETENTION AND ACCESS:** The Consultant 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 Consultant 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 Consultant 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 anytime 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. Consultant, sub-consultants, 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.

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 Consultant, 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 Consultant 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 Consultant prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Consultant 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 Consultant shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

i. Breach: Consultant shall be in default if Consultant fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Consultant'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. Consultant will not be in default for any excusable delays as provided in Sections 19-21.

The City may give Consultant written notice of such default. If Consultant 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. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Consultant, or if Consultant makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.

iii. Dishonest Conduct: If Consultant engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.

iv. 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 Consultant 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.

v. 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 Consultant and any subconsultant 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).

    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. If, for any reason, a provision in the Contract is unenforceable or invalid, that provision shall be deemed severed from the Contract, and the remaining provisions shall be carried out with the same force and effect as if the severed provisions had never been a part of the Contract.

35. **CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY:** During performance of the Contract, the Consultant 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. Consultant, and any subconsultants, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

36. **CHILD SUPPORT PAYMENTS:** By signing the Contract, the Consultant certifies, as of the date of signing the Contract, that the Consultant (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 Consultant is a sole proprietorship, the Consultant's statement applies only to the proprietor. If the Consultant is a partnership, the Consultant's statement applies to all general partners with a permanent residence in Vermont. If the Consultant is a corporation, this provision does not apply.

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

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

39. **ASSIGNMENT:** Consultant shall not sublet or assign this Work, or any part of it, without the written consent of the City. If any subconsultant is approved, Consultant shall be responsible

and liable for all acts or omissions of that subconsultant for any Work performed. If any subconsultant is approved, Consultant shall be responsible to ensure that the subconsultant is paid as agreed and that no lien is placed on any City property.

40. **TRANSFERS, SUBLETTING, ETC:** The Consultant 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 sub-consultant 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 Consultant of responsibility for the performance of that portion of the work so transferred. The form of the sub-consultant's contract shall be as developed by the Consultant and approved by the City. The Consultant shall ensure that insurance coverage exists for any operations to be performed by any sub-consultant as specified in the insurance requirements section of this Contract.

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

41. **CONTINUING OBLIGATIONS:** The Consultant 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 Consultant 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 Consultant is unable to satisfactorily execute the Contract.

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

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

44. **RELATIONSHIP:** The Consultant is an independent consultant and shall act in an independent capacity and not as officers or employees of the City. To that end, the Consultant shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Consultant shall provide its own tools, materials, or equipment. The Parties agree that neither the Consultant nor its principal(s) or employees are entitled to any employee benefits from the City. Consultant 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 Consultant 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 Consultant understands and agrees that it is responsible for the payment of all taxes on the above sums and that the City will not withhold or pay for Social Security, Medicare, or other taxes or benefits or be responsible for any unemployment benefits.

45. **CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract, notwithstanding conflicts of law principles. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by operation of this provision shall not invalidate the remainder of this Contract to the extent capable of execution.

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

47. **BINDING EFFECT AND CONTINUITY:** This Contract shall be binding upon and shall inure to the benefit of the Parties, their' respective heirs, successors, representatives, and assigns. If a dispute arises between the Parties, each Party will continue to perform its obligations under this Contract during the resolution of the dispute, until the Contract is terminated in accordance with its terms.

48. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Contract, shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

49. **ENTIRE CONTRACT & AGREEMENT:** This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

50. **APPENDICES:** The City may attach to these conditions' appendices containing various forms and typical sample sheets for guidance and assistance to the Consultant 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 Consultant to ensure that they have the latest versions applicable to the Contract.

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

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

Attachment C-1
Insurance & Indemnification

As used in this Attachment, the term "Contractor" shall refer to the "Consultant".

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

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

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

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

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

Coverage limits shall not be less than:

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

B. Workers' Compensation/Employer Liability: With respect to all operations performed, the

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

1. Bodily Injury by Accident: $500,000 each accident

2. Bodily Injury by Disease: $500,000 policy limit, $500,000 each employee

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

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

D. 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. Builders' Risk or Installation Floater: Value of project or contract

F. Umbrella/Excess Liability:

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

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

INDEMNIFICATION:

To the fullest extent allowed by law, the Contractor shall indemnify, defend, and hold harmless the City and its officers and employees from liability and claims, suits, fines, penalties, expenses (including attorneys' fees and costs), losses, liens, judgments, and damages of any kind or nature whatsoever (collectively, "Claims") arising as a result of the Contractor's acts and/or omissions in the performance this Contract.

Notwithstanding the foregoing, with respect to Professional Negligence (defined below), (i) the Contractor shall not have a defense duty to the City or its officers and employees; and (ii) the Contractor's duty to indemnify and hold harmless the City and its officers and employees shall be limited to the extent of the Contractor's actual fault; provided, however, that the Contractor's indemnification obligation with respect to Professional Negligence shall include the obligation to reimburse defense costs in the event and to the extent such costs are incurred and paid by the City as the proximate cause of said Professional Negligence.

As used herein, "Professional Negligence" means a failure by the Contractor to exercise that degree of skill and care ordinarily possessed by a reasonably prudent professional practicing in the same or similar locality and providing the same or similar services. For greater clarity, Professional Negligence generally includes the type of negligence covered under a Professional Liability/Errors & Omissions policy of insurance but not necessarily under a Commercial General Liability or Automobile Liability policy of insurance.

Attachment D:
Burlington Livable Wage Ordinance Certification

<u>Certification of Compliance with the City of Burlington's Livable Wage Ordinance</u>

I, John Hansen III, on behalf of The Jones Payne Group, Inc. ("the Contractor") in connection with a contract for Leahy Burlington International Airport Residential Sound Insulation Program services that we provide to the City, hereby certify under

oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

(1) as a condition of entering into this contract or grant, we confirm that all covered employees as defined by Burlington's Livable Wage Ordinance (including the covered employees of subcontractors) shall be paid a livable wage (as determined, or adjusted, annually by the City of Burlington's chief administrative officer) and provided appropriate time off for the term of the contract;

(2) a notice regarding the applicability of the Livable Wage Ordinance shall be posted in the workplace(s) or other location(s) where covered employees work;

(3) we will provide verification of an employee's compensation, produce payroll or health insurance enrollment records or provide other relevant documentation (including that of any subcontractor), as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of a request by the City;

(4) we will cooperate in any investigation conducted by the City of Burlington's City Attorney's office pursuant to this ordinance; and

(5) we will not retaliate (nor allow any subcontractor to retaliate) against an employee or other person because an employee has exercised rights or the person has cooperated in an investigation conducted pursuant to this ordinance.

____

Date By: Contractor _______________________________

Subscribed and sworn to before me:

____

Date Notary_______________________________

Attachment E:
Burlington Outsourcing Ordinance Certification

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

I, John Hansen III ________________________________, on behalf of

The Jones Payne Group, Inc. ____________ (Contractor) and in connection with the

Leahy Burlington International Airport Residential Sound Insulation Program

__________[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 ________________________, Massachusetts____ this ____day of_____, 20__.

By:____
Duly Authorized Agent

Subscribed and sworn to before me: _______________________________
Notary

Attachment F:
Burlington Union Deterrence Ordinance Certification

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

I, John Hansen III _______________, on behalf of The Jones Payne Group, Inc. ______
(Contractor) and in connection with Leahy Burlington International Airport Residential Sound Insulation Program (City contract/project/grant), hereby certify under oath that The Jones Payne Group, Inc. _______ (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

Attachment G:
Consultant's Certificate of Insurance & Endorsements

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2026

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 107 Audubon Rd Wakefield MA 01880	**CONTACT NAME:** House Account **PHONE (A/C, No, Ext):** (781) 245-5400 **FAX (A/C, No):** (781) 245-5463 **E-MAIL ADDRESS:**
INSURED The Jones Payne Group Inc. Jones Payne Architects & Planners, Inc. 123 North Washington St. Boston MA 02114	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Transportation Insurance Company	20494
INSURER B : Continental Casualty Company	20443
INSURER C : Beazley America Insurance Company Inc	37540
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2025 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y		6021106615	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		6021106615	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y		6021106629	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C	Arch/Eng Prof Liab incl Pollution			C1BA78251001	06/01/2025	06/01/2026	Per Claim Aggregate	2,000,000 5,000,000

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

OLDCC Construction Phase Services for 58 Homes
Patrick Leahy Burlington International Airport
South Burlington Vermont
City of Burlington and Burlington International Airport are included as Additional Insureds per written contract under the General, Automobile, and Umbrella Liability insurance policies, subject to same terms and conditions. 30-day notice of cancellation, except 10-day notice for non-payment of premium.
Valuable Papers: $370,000

CERTIFICATE HOLDER	CANCELLATION
City of Burlington and Burlington International Airport 1200 Airport Drive, Suite 1 South Burlington, VT 05403	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2864176

DATE (MM/DD/YYYY): 05/18/2026

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

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

PRODUCER	
LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: PHONE (A/C, No, Ext): 888-828-8365 FAX (A/C, No): E-MAIL ADDRESS: insperitycerts@locktonaffinity.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
THE JONES PAYNE GROUP, INC. **123 N WASHINGTON ST FL 3** **BOSTON, MA 02114-2113**	INSURER A : Indemnity Insurance Company of North America	43575
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		C7398046A	10/01/2025	10/01/2026	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

OLDCC Construction Phase Services for 58 Homes | Patrick Leahy Burlington International Airport South Burlington Vermont

CERTIFICATE HOLDER	CANCELLATION
City of Burlington and Burlington International Airport **1200 Airport Drive** **Suite 13** **South Burlington VT 05403**	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** D-7 Kelly

ACORD 25 (2016/03)

Board of Finance and City Council Submission Checklist

Version: April 2025

Department: Airport   Submitter: Nicolas Longo

Title/Subject: Request to execute a contract with Jones Payne Group Inc. (JPG) for the construction oversight services for an amended previous authorization for approximately 58 housing units including Bid 1 and pending bid 2 of the Airports Residential Sound Insulation Program (RSIP), funded by the Office of Local Defense Community Cooperation (OLDCC).

Approval Requested:		Meeting Date:
☒	Board of Finance	8/24/2026
☒	City Council	9/14/2026
☐	Both BOF and Council	Click or tap to enter a date.

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	7/28/2026	Nicolas Longo
Mayor's Office	Yes	8/11/2026	Lisa Gerlach
Board/Commission	Yes	8/5/2026	Airport Commission
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	7/28/2026	Hayley McClenahan
CAO for budget, financing, and memo	Yes	8/11/2026	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.

City of Burlington
Department of Public Works
Division of Parking and Traffic
645 Pine Street, Suite A
Burlington, VT 05402
802.863.9094 P
802.863.0466 F
802.863.0450 TTY
www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Jackie Esperti
DIVISION DIRECTOR

Date: 8/24/2026

To: Board of Finance / City Council (CONCURRENT)

From: Jackie Esperti, Division Director for Parking and Traffic

C.C. Chapin Spencer, Director of Public Works

Subject: Transferring Fund Balance between Special Revenue Funds

DPW is requesting Board of Finance recommend approval and City Council approval of the movement of $500,000 from the Traffic Fund (264) to the Parking Facilities Fund (265) in order to pay down a portion of the principal on an existing Revenue Anticipation Note.

Background:

In 2021 the Parking Facilities Fund audited losses were $4.5 million, offset by $1.2 million in pre pandemic fund balance for a deficit of $3.3 million. The FY21 management letter from the City's auditors made a recommendation that the City correct the $3.3M deficit. The Parking Facilities losses were driven almost exclusively by impacts of the COVID-19 pandemic. During this audit period, Parking Facilities revenues were severely reduced, and in fact fell to nothing for many months. In total, this generated a loss of approximately $1 million. This operating loss caused the Parking Facilities Fund to not meet the Debt Service Coverage Ratio requirements for its long-term bank loan. To avoid breaching a condition of the loan and causing a non-compliance issue with our lender, and also potentially a negative effect to our Moody's credit rating, the City paid off this $3.5 million loan.

The $3.5 million the City paid off and owed by the Parking Facilities Fund has been reduced by a combination of $1M of ARPA funds and previous fund balances from the Traffic Fund.

The Parking Facilities Fund (265) obtained a Revenue Anticipation Note (RAN) for the remaining balance of $2,500,000 in 2021 and it has been renewed annually every year since then. No principal has been paid on this loan to date. After several years of careful parking management and a modest increase in parking revenues, DPW is now prepared to pay down $820,284 of the principal by using fund balances from both the Traffic Fund (264) and the Parking Facilities Fund (265) prior to renewing the RAN for another year in coordination with the Department of Finance and Administration (DFA).

As stated in City Charter (below), funds from on-street revenue may be used for parking facilities. The Charter also gives the City Council the discretion to place these funds in the Parking Facilities Fund.

48 (58) (D) All receipts from the operation or lease of municipal parking lots and garages shall be kept by the City Treasurer in a separate fund, to be known as the Parking Facilities Fund and shall be used for the purpose of paying any and all expenses related to operating, maintaining, acquiring, constructing, or expanding the lots and garages, including any payments on any obligation incurred for construction or repair of those lots or garages. Any amounts unused at the end of a fiscal year shall be carried over to the next fiscal year. All revenues generated from on-street parking equipment and systems shall be used by the City Council for traffic regulation and control, including acquisition or maintenance of parking facilities; proper repair or construction of streets, sidewalks, and bridges; traffic or parking demand management facilities, planning, or services; traffic calming measures; and other transportation-related activities. In addition, the City Council may vote to place any such revenues in the Parking Facilities Fund, at its discretion.

Financial Consideration:

The RAN is currently costing the Parking Facilities Fund between $145,000 and $160,000 per year in interest alone. After reviewing options with our financial advisors, we are unable to refinance this loan right now. Paying down the principal is therefore our best option at this time.

At the end of FY25, the Traffic Fund (264) had a fund balance of $565,768. Additionally, we expect over $280,000 to be added to that balance following a net positive financial performance in FY26.

The Parking Facilities Fund (265) had a fund balance of $320,284 at the end of FY25, all of which we will put toward the principal of this RAN. We’re expecting a net positive of over $450,000 for FY26, which we will also apply to this loan after the numbers have been finalized.

Operational Considerations:

We are requesting permission to transfer $500,000 from Fund 264 into Fund 265 to help pay down this RAN. Based on our current Traffic operations, we do not expect these funds to be needed for urgent items over the next few years. For the next few construction seasons, our Traffic team will be focused on upgrading 9 Main Street intersections utilizing grant funds from an awarded Safe Streets for All federal grant. With the net positive financial performance in FY26, the fund balance will remain at a reasonable level.

Motions:

Board of Finance:

To approve and recommend that the City Council approve a budget amendment to the Traffic Fund (264) for the purposes described herein and authorize the Director of the Department of Public Works to move $500,000 from the Traffic Fund (264) into the Parking Facilities Fund (265) to put directly toward paying down the principal of the outstanding Revenue Anticipation Note; and further authorize the Chief Administrative Officer or designee to make a principal-only payment in the amount of $820,284 towards the RAN in accordance and compliance with the terms and conditions of such note, all subject to the review and approval of the Chief Administrative Officer or designee.

City Council:

To approve and authorize a budget amendment to the Traffic Fund (264) for the purposes described herein and the Director of the Department of Public Works to move $500,000 from the Traffic Fund (264) into the Parking Facilities Fund (265) to put directly toward paying down the principal of the outstanding RAN; and further authorize the Chief Administrative Officer or designee to make a principal-only payment in the amount of $820,284 towards the RAN in accordance and compliance with the terms and conditions of such note, all subject to the review and approval of the Chief Administrative Officer or designee.

Board of Finance and City Council Submission Checklist

Department: DPW – Parking and Traffic Submitter: Jackie Esperti

Title/Subject: Transferring Fund Balance between Special Revenue Funds

	Approval:	Meeting Date:
☒	Board of Finance	8/24/2026
☒	City Council	8/24/2026
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	8/18/2026	Chapin Spencer
Mayor's Office informed and approved memo	Yes	8/18/2026	Jen Zakaras
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.		Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/18/2026	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/18/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.		
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

Resolution Relating to

APPROVING THE PLEDGING OF THE CREDIT OF THE CITY IN ANTICIPATION OF THE RECEIPT OF REVENUE FROM THE TRAFFIC DIVISION OF THE PUBLIC WORKS DEPARTMENT

RESOLUTION________

Sponsor(s): Bd. of Finance
Introduced: ____________________
Referred to: ____________________
____
Action: ________________________
Date: __________________________
Signed by Mayor: ________________

CITY OF BURLINGTON

In the year Two Thousand Twenty-Six ……………………………………………………………………

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

That WHEREAS, pursuant to Section 62(a) of the Charter of the City of Burlington (the "City"), the credit of the City may be pledged by temporary borrowing in anticipation of the receipt of revenue from the City's Traffic Division of the Public Works Department (the "Traffic Division") for such division's ordinary running expenses during times in any fiscal year when there are not sufficient funds on hand to the credit of the Traffic Division for the payment of such bills and accounts, or sufficient unappropriated funds in the City's treasury from which such accounts may be paid pending the receipt of revenues of the division sufficient to pay such bills and accounts; and

WHEREAS, Section 62(a) of the Charter of the City permits the City to secure a temporary loan with a pledge of its full faith and credit, and to commit to pay such temporary loan from the receipts from the collection of the installment of property taxes or other taxes next falling due after the making of the loan or other legally available sources; and

WHEREAS, the Parking Facilities Fund (General Ledger Account 265) (the "Parking Fund") is funded by parking garage and lot revenues and supports the operation and maintenance of the garages, and lots managed by the City's Public Works Department, utilizing no tax revenues; and

WHEREAS, revenues from garages and lots operated by the Public Works Department, after taking into account the costs of maintenance and operation, are not sufficient to cover operating costs after taking into account necessary capital repairs to keep such garages and lots in good repair and condition for public use; and

WHEREAS, existing Parking Fund balance is expected to be used for necessary capital repairs and improvements which will result in a shortfall through Fiscal Year 2027, although the fund did perform with a net positive in Fiscal Year 2026; and

WHEREAS, by resolution adopted August 25, 2025, the City Council authorized the issuance of a temporary borrowing in the amount not to exceed $2,500,000 in order to pay the ordinary running expenses of the Traffic Division, and in particular the Parking Fund, as there will not be sufficient funds on hand to the credit of the Parking Fund for the payment of such bills and accounts; and

WHEREAS, pursuant to such authorization, the City issued its $2,500,000 General Obligation Revenue Anticipation Note Traffic Division, Series 2025 (Taxable), which matures September 11, 2026; (the “Prior Note”); and

WHEREAS, to the extent that there are sufficient amounts in the Parking Fund, the City expects to use such amounts to pay down the outstanding principal balance on the Prior Note; and

WHEREAS, the Director of the Public Works Department has requested that the City renew such temporary loan in a principal amount of not to exceed $2,500,000 (as may be decreased following any payment of principal) in anticipation of revenues of the Parking Fund in order to be able to pay the ordinary expenses of the Traffic Division, while the Public Works Department continues to implement methods to improve the balance of the Parking Fund;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Burlington, Vermont, as follows:

The Chief Administrative Officer is authorized to negotiate the terms and conditions with one or more qualified banks or other financial institutions to provide a loan in the maximum principal amount of up to $2,500,000 (as may be decreased following any payment of principal) to refinance the Prior Note and to provide working capital for the Traffic Division; and

The City is hereby authorized and directed to borrow an amount not to exceed $2,500,000 (as may be decreased following any payment of principal) from a reputable bank or commercial lender as the Chief Administrative Officer may approve (the “Loan”), and to issue a revenue anticipation note and pledge the credit of the City for the repayment thereof (the “Note”), for the purpose of refinancing the Prior Note and providing working capital for the Parking Fund. The Note shall be a general obligation of the City and shall mature within one year from the date it is extended to the City. The Loan shall be paid from the revenues received by the Parking Fund and if such amount is insufficient to pay the Loan, the Loan may be repaid with tax revenues or other legally available funds. If the funds in the Parking Fund are insufficient to repay the Loan, the Traffic Division will return to the City Council in a timely fashion to resolve the issue. The Loan may be made on a draw-down basis, repaid and re-borrowed during such one-year period as needed in order to pay the ordinary running expenses of the Traffic Division. The true interest cost for the Loan as determined by the Chief Administrative Officer, the Director of Finance, or the Assistant Director of Finance shall not exceed seven and one-half percent (7.50%) per annum; and

In the event that the true interest cost of the Loan would exceed seven and one-half percent (7.50%) per annum, the prior approval of the City's Board of Finance shall be required; and

The Mayor and Chief Administrative Officer are, and each one of them is, hereby authorized and empowered to execute and deliver the Note in the maximum principal amount of the Loan, together with any renewal notes, as and when the Loan is renewed, if applicable. The Mayor and Chief Administrative Officer, Director of Finance, and the Assistant Director of Finance, are, and each one of them is, hereby authorized and empowered to execute and deliver (i) a loan agreement with the lender to evidence the Loan and the repayment thereof, (ii) such documents and instruments as the lender may request in connection with the Loan, in such form and with such terms as they deem necessary and in the City's best interest, and (iii) such other documents and instruments necessary or convenient in connection with the Loan, subject to prior review by the City Attorney or bond counsel to the City.

TM/Resolutions 2026/*Approving the Pledging of the Credit of the City in Anticipation of the Receipt of Revenue from the Traffic Division of the Public Works Department*
8/20/26

DEPARTMENT OF FINANCE AND ADMINISTRATION
City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401 Voice (802) 865-7000
Fax (802) 865-7014
TTY (802) 865-7142

To: Board of Finance/City Council

From: Bradley, Kukenberger, Director of Finance

Darlene Bayko, Assistant Director of Finance

Chapin Spencer, Public Works Director

Re: $2.5M Revenue Anticipation Note

Date: August 24, 2026

Background:

As has been noted previously to these bodies, the Parking Facilities Fund (Fund 265) revenues were severely reduced, and in fact fell to nothing for many months during COVID. In total, this generated a loss of approximately $1 million. This operating loss caused the Parking Facilities Fund to not meet the Debt Service Coverage Ratio requirements for its long-term bank loan. To avoid breaching a condition of our loan and causing a non-compliance issue with our lender and also potentially a negative effect to the City's Moody's credit rating, the City paid off this $3.5 million loan.

In summary:

Parking Fund Balance – start of FY'21	$1.2M
COVID Losses	($1.0M)
Debt Payment	($3.5M)
Deficit	($3.3M)

To handle the $3.3M deficit in May 2022, $1M of ARPA funds were used to cover COVID losses and Board of Finance and City Council approved a $2.5M Revenue Anticipation Note (RAN) to handle the rest of the debt. This original RAN had a one-year term but was authorized by the Council in August 2023 to be renewed for an additional year. The Parking Facilities Fund is funded by parking garage and lot revenues and support the operation and maintenance of the garages, and lots managed by the City's Public Works Department (DPW), utilizing no tax revenues.

The Parking Facilities Fund obtained a Revenue Anticipation Note (RAN) for the remaining balance of $2,500,000 in 2021 and it has been renewed annually every year since then, most recently via a resolution adopted August 25, 2025. DFA, DPW and the City's financial advisors, recommend renewing such temporary loan in a principal amount of not to exceed $2,500,000 (as is expected to be decreased following expected payment of principal) in anticipation of increasing revenues of the Parking Fund. The City is finalizing details and will select a RAN with an interest rate below 7.5%.

The Parking Facilities Fund has budgeted for the required interest payments in the FY27 budget. Feel free to reach out with any questions.

MOTION:

<u>BOF:</u>

To approve and recommend that the City Council waive the reading and to adopt the proposed resolution approving the renewal of an existing revenue anticipation note for the Parking Facilities Fund, in an amount not to exceed $2.5Million and with an interest rate not to exceed 7.5%.

<u>City Council:</u>

To waive the reading and to adopt the proposed resolution approving the renewal of an existing revenue anticipation note for the Parking Facilities Fund, in an amount not to exceed $2.5 Million and with an interest rate not to exceed 7.5%.

Board of Finance and City Council Submission Checklist

Department: Clerk Treasurer Office

Submitter: Brad Kukenberger, Director of Finance/Darlene Bayko, Asst. Director of Finance

Title/Subject: $2.5MM Parking Revenue Anticipation Note (Renewal)

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	8/24/2026

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	08/20/26	Katherine Schad
Mayor's Office informed and approved memo	Yes	08/20/26	Jen Zakaras
Board/Commission, if required	Yes	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/19/2026	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	8/20/2026	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

To: Board of Finance
City Council

From: Rachel Jolly, Director, CJC
Orietta Glozheni, Human Resources Manager

Date: August 3, 2026

RE: Creation of two new positions within the CJC

Executive Summary

We propose creating two new CEDO positions within the Community Justice Center (CJC):

- Communications, Volunteer and Operations Specialist, a Regular Service, Full-time, Union, Grade 13, position.
- Parallel Justice Program Specialist, a Limited Service, Full-time, Union, Grade 16, position

Background:

On July 1, 2026, the Chittenden County CJC began offering additional programing to the county, through an expanded grant for the VT Attorney General's Office as well as funding from partner municipalities as approved in a recent MOU.

To support these additional services, the CJC is seeking to add an administrative position as well as a Parallel Justice Program Specialist. Both positions will work closely with similar, existing positions, and will support administrative and program activities in all our headquarters and satellite locations. Given that the MOU with the municipalities, which outlines the funding for the Parallel Justice Program Specialist, is a one-year agreement to be revisited as the partners have more experience with our first year of operation in this new arrangement, we are proposing to create this position as Limited Service for the time-being.

Financial Impact:

Both positions are fully covered in the FY27 budget.

Position	**Grade**	**Salary**
Communications, Volunteer and Operations Specialist	Grade 13, Step 1-15	$25.22/h or $52,472.95 annually - $31.58/h or $65,698.77 annually

PJ Program Specialist	Grade 16, step 1-15	$31.7005/h or $65,936.96 annually - $37.7542/h or $78,528.72 annually

Motions

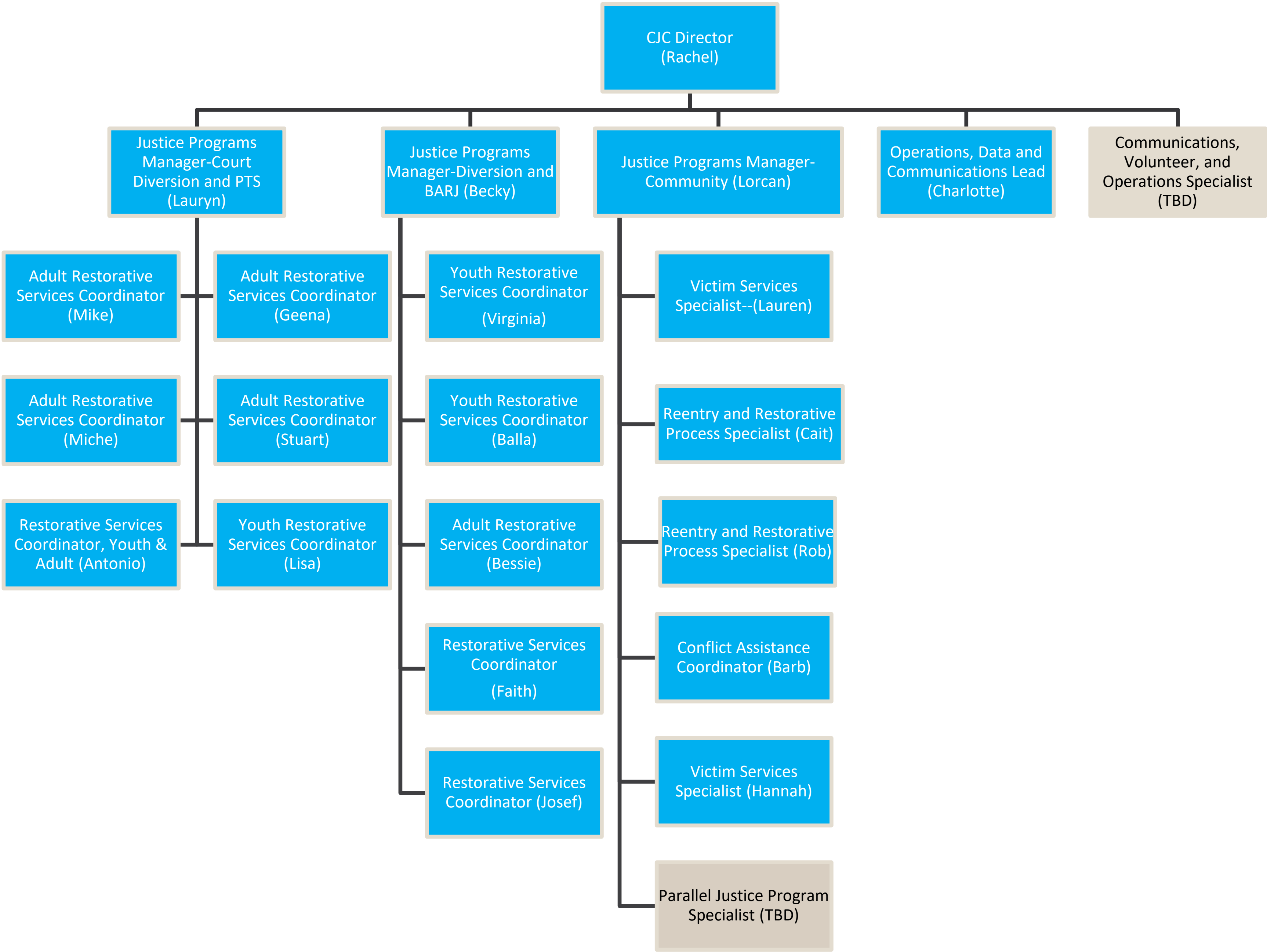
Board of Finance Motion:

To approve and recommend that the City Council approve the creation of a Communications, Volunteer and Operations Specialist within CEDO, a Regular Service, Full-time, Union, Grade 13, position, as well as the creation of a Parallel Justice Program Specialist, a Limited Service, Full-time, Union, Grade 16 position.

City Council Motion:

To approve the creation of a Communications, Volunteer and Operations Specialist within CEDO, a Regular Service, Full-time, Union, Grade 13, position, as well as the creation of a Parallel Justice Program Specialist, a Limited Service, Full-time, Union, Grade 16 position.

Proposed (August 2026) Organizational Chart of the Chittenden County Community Justice Center



City of Burlington
Job Description

Position Title: Communications, Volunteer, and Operations Specialist

Reports to: CEDO Assistant Director, CJC

Pay Grade: **Job Code:**

Status: Regular Service, Full Time **Union:** AFSCME

Tier: 1

General Purpose
The Communications, Volunteer & Operations Specialist serves as a key ambassador for the Chittenden County Community Justice Center (CCCJC), helping create a welcoming, organized, and community-centered environment for participants, volunteers, partners, and visitors. This position coordinates volunteer recruitment, engagement, and support; maintains communications and outreach activities; and provides front-office, operational, and administrative support to ensure the efficient day-to-day functioning of the CCCJC.

As the primary public-facing staff member, this position fosters positive participant experiences by greeting visitors, responding to inquiries, coordinating schedules, and connecting community members with appropriate resources and staff. The Specialist coordinates communications activities, maintains communication platforms, supports volunteer engagement, and assists with community outreach under the direction of CCCJC leadership.

Essential Job Functions
Performs a variety of communications, volunteer coordination, community engagement, and administrative functions in support of the Chittenden County Community Justice Center (CCCJC). Serves as a primary point of contact for participants, volunteers, visitors, and community partners; coordinates volunteer recruitment and engagement activities; maintains communications and outreach efforts; and provides operational and office support to ensure effective program delivery and a welcoming, community-centered environment.

Responsibilities
Volunteer Coordination & Community Engagement (40%)
- Coordinate all aspects of volunteer recruitment, onboarding, orientation, scheduling, and ongoing support.
- Serve as a point of contact for volunteers, ensuring they feel welcomed, informed, and connected to the organization's mission and programs.
- Maintain volunteer records, schedules, participation logs, and required documentation.

- Coordinate volunteer recruitment efforts through community outreach, presentations, events, and partnerships.
- Develop and implement strategies to strengthen volunteer engagement, retention, recognition, and appreciation.
- Coordinate volunteer trainings, recognition activities, and appreciation events.
- Work with program staff to identify volunteer needs and match volunteers with meaningful opportunities.
- Build and maintain relationships with community organizations, educational institutions, and partner agencies to expand volunteer participation.
- Support participant engagement activities and community events that promote restorative justice and community involvement.

Communications & Outreach (30%)

- Maintain and update the CCCJC website, social media platforms, newsletters, and other communication channels.
- Monitor website and social media analytics and recommend improvements to increase engagement and outreach effectiveness.
- Create and edit content for outreach materials, newsletters, press releases, event promotions, community updates, presentations, flyers, and graphics.
- Design and produce communication materials that support organizational outreach and education.
- Collaborate with staff to promote programs, volunteer opportunities, community events, and organizational accomplishments.
- Ensure communications reflect organizational values, branding standards, and commitments to diversity, equity, and inclusion.
- Assist with collecting and sharing program highlights, participant success stories, and impact information with stakeholders and the broader community.

Operations & Administrative Support (30%)

- Serve as the primary administrative and public facing point of contact for the Chittenden County Community Justice Center.
- Serve as the first point of contact for participants, volunteers, community members, and visitors entering the CCCJC office.
- Greet and engage participants upon arrival, assist with check-in procedures, answer questions, and help create a welcoming and supportive environment.
- Respond to phone calls, emails, and general inquiries, directing individuals to appropriate staff, services, and resources.
- Maintain reception, meeting, and common areas to ensure a professional, organized, and welcoming workspace.
- Coordinate meeting schedules, room reservations, volunteer activities, and event logistics.
- Manage incoming and outgoing mail, office correspondence, and general administrative communications.
- Support purchasing, reimbursements, office supply management, and inventory tracking.

- Maintain accurate participant, volunteer, and program records in organizational systems in accordance with confidentiality requirements.
- Assist with routine reporting, recordkeeping, and data entry related to program activities, volunteer participation, and grant requirements.
- Provide operational and administrative training and support to staff to ensure efficient program delivery and office operations.

Other Job Functions

- Attend monthly CEDO and CCCJC staff meetings and trainings, as appropriate.
- Actively participate in full-staff Race and Justice discussion groups and serve on at least one CCCJC committee.
- Occasionally work evenings or weekends to support volunteer trainings, community meetings, outreach activities, and special events.
- Perform other duties as assigned.

Qualifications / Basic Job Requirements

- Demonstrated commitment to diversity, equity, and inclusion through professional experience, training, or community involvement.
- Associate degree in communications, public administration, human services, marketing, or a related field and at least two years of professional experience in communications, volunteer coordination, community engagement, customer service, office administration, social services, or a related field. Additional related experience may be substituted for the degree requirement on a two-for-one-year basis.
- Experience coordinating volunteers, community programs, public-facing services, or events preferred.
- Strong interpersonal, customer service, and relationship-building skills.
- Excellent written and verbal communication skills.
- Demonstrated organizational skills and the ability to manage multiple priorities.
- High standards of confidentiality, attention to detail, recordkeeping, and follow-through.
- Ability to work independently and collaboratively in a team environment.
- Proficiency with Microsoft Office 365 and general office technology.
- Experience using website content management systems, email marketing platforms, social media management tools, Canva or similar graphic design software, and other communication tools preferred.
- Experience in restorative justice, social work, criminal justice, or community-based programming preferred.
- Ability to understand and comply with City standards, safety rules, and personnel policies.
- Ability to actively support the City's diversity, equity, inclusion, and cultural competency efforts within assigned job responsibilities and work effectively across diverse cultures and constituencies.

Supervision:

n/a

City of Burlington
Job Description

Position Title: Parallel Justice Program Specialist
Department: CEDO -Chittenden County Community Justice Center (based at South Burlington)
Reports to: Justice Programs Manager, Community

Pay Grade: **Job Code: 1**

Exempt/Non-Exempt: Non-exempt **Union:** AFSCME - Limited Service

Tier: 2 (1 day remote)

General Purpose: This position provides trauma-informed, victim-centered advocacy, case management, resource coordination, referral, and restorative justice services for individuals impacted by crime and harm throughout Chittenden County. The primary focus is supporting victims residing in, or impacted by, participating municipalities within the Parallel Justice Program, with initial services concentrated in Essex, South Burlington, and Williston and anticipated expansion to additional municipalities. The position will also work with non-criminal community referrals, in collaboration with agency staff and community partners.

Based at the Chittenden County Community Justice Center (CCCJC), South Burlington office, his position collaborates with municipalities, law enforcement, community organizations, victim service providers, and restorative justice partners to ensure victims have access to timely support, information, advocacy, and meaningful opportunities for restoration. The position also contributes to the continued development and evaluation of county-wide Parallel Justice services.

This position exercises a high degree of independence, initiative, and professional judgment and will support program volunteers. While primarily based at the South Burlington CCCJC office, the position will also spend time in the Williston office and the Essex Police Dept. office.

Essential Job Functions

Direct Service / Case Coordination

- Provide comprehensive Parallel Justice and victim services utilizing trauma-informed, victim-centered, culturally responsive, and strength-based approaches.
- Work collaboratively with CCCJC staff, municipal partners, law enforcement agencies, community organizations, and victim service providers while maintaining a high degree of autonomy, responsibility, and accountability.
- Engage victims through established program processes and community partnerships, assessing needs and providing advocacy, support, referrals, and resource coordination.

- Conduct timely outreach to victims in accordance with program practices explain available services, assess immediate and long-term needs, and provide ongoing advocacy and support.
- Provide direct assistance to individuals who have experienced physical, emotional, psychological, financial, or other harms resulting from violent or non-violent crime, trauma, fraud, or related circumstances, including situations where the personal responsible has not been identified.
- Provide crisis intervention, when appropriate, including safety and care planning, emotional support, stabilization, and connection to emergency and basic needs resources.
- Assist victims in navigating the criminal legal system, including criminal and family court, restorative justice services, victim compensation, restitution, and other available resources.
- Serve as a liaison among victims, criminal justice partners, community organizations, and service providers to improve communication, coordination, and access to services.
- Collaborate with county-wide social service providers, restorative justice services, and community partners to identify creative solutions where service gaps exist.
- Support victims participating in CCCJC, Pre-Charge, Diversion and Tamarack programs, including matters involving restitution, restorative processes, and other victim-requested supports.
- Administer available victim assistance funds in accordance with established policies and make recommendations regarding exceptions when appropriate.
- Solicit, document, and analyze feedback from individuals served to support continuous quality improvement.
- Maintain accurate case documentation, statistical data, and outcome measures in accordance with grant and MOU requirements, City policies, and program standards.
- Maintain the confidentiality of victim information in accordance with applicable laws, policies, and professional standards.
- Protect confidential and sensitive information and comply with all applicable privacy and confidentiality requirements.
- Exercise sound judgment regarding the disclosure of confidential information.
- Stay current on emerging best practices in victim advocacy, restorative justice, trauma-informed care, and victim services.

Community Collaboration & Outreach

- Develop and maintain collaborative relationships with participating municipalities, law enforcement agencies, victim service providers, schools, healthcare providers, social service organizations, and other community stakeholders throughout Chittenden County.
- Increase community awareness of the impacts of crime, available victim services, and the goals of the Parallel Justice Program through outreach, education, and community engagement.
- Deliver presentations, trainings, and educational opportunities regarding trauma-informed victim response, restorative practices, Parallel Justice services, and available community resources.

- Identify opportunities to strengthen county-wide collaboration and improve access to victim services across participating municipalities.
- Assist in developing partnerships with businesses, organizations, and community members to expand resources available to victims.
- Represent the CCCJC and Parallel Justice Program at community meetings, collaborative initiatives, conferences, and public events as assigned.

Parallel Justice Program Development

- Collaborate with the CCCJC Victim Services Specialist, Coordinators and leadership.
- Support the continued growth, evaluation, and implementation of county-wide Parallel Justice services.

Non-Essential Functions

- Perform other duties as assigned.

Qualifications / Basic Job Requirements

- Bachelor's degree in Human Services, Social Work, Criminal Justice, Psychology, or a related field, plus two (2) years of relevant professional experience; or an equivalent combination of education and experience totaling six (6) years in victim advocacy, restorative justice, case management, crisis intervention, or related human services work.
- Demonstrated knowledge of crime victim issues, trauma-informed care, victim-centered advocacy, and restorative justice principles.
- Demonstrated understanding of the criminal legal system and the diverse experiences of victims within it.
- Ability to build collaborative working relationships with municipal agencies, law enforcement, community organizations, and service providers while maintaining the independence and integrity of victim advocacy services.
- Strong knowledge of community resources and demonstrated ability to coordinate services across multiple organizations.
- Excellent interpersonal, communication, facilitation, conflict resolution, and public speaking skills.
- Demonstrated ability to manage multiple priorities independently while exercising sound judgment and discretion.
- Strong analytical, organizational, and problem-solving skills.
- Ability to work effectively with individuals from diverse backgrounds and actively support the City's diversity, equity, inclusion, and cultural competency initiatives.
- Demonstrated familiarity with collaborative, ethical and participant-centered coordination of care and confidential recordkeeping – including, maintaining confidential records, complying with confidentiality laws and ethical obligations surrounding victim information. Proficiency with Microsoft 365 (Outlook, SharePoint, Teams, etc.), and related technology.

- Familiarity with Vermont Title 13 and other laws relating to crime victims, or the ability to acquire such knowledge within a reasonable period after hire.
- Commitment to resolving workplace conflict through restorative practices.
- Willingness to navigate ambiguity and contribute to the continued development of an evolving county-wide program.
- Self-reflective with the ability to work independently and collaboratively as part of a multidisciplinary team.
- Must successfully pass a background check.

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.

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. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

	Task/Skill/ Ability	Frequency			Task/Skill/ Ability	Frequency
X	Seeing	Constant		X	Ability to lift and Carry, push or pull	
X	Color perception (red, green, amber)	Constant		X	0 – 5	Frequent
X	Hearing/listening	Constant		X	5 -10lbs	Occasional
X	Clear speech	Constant		X	10 - 25lbs	Occasional
X	Touch/ Dexterity -	Constant			25 - 50lbs	
X	Hand				50 - 75lbs	
X	Finger				75+ lbs	
X	Reading -			X	Analysis/ Comprehension	Constant
	Simple			X	Judgment/ decision making	Constant
	Basic				Utilization of pressurized equipment	
X	Complex	Frequent			Moving objects	
X	Writing -				high places	
	Simple			X	fumes/odors	
	Basic				hazardous materials	
X	Complex	Frequent		X	dirt/dust	Occasional
	Mathematics			X	vehicle operation	Occasional
	Simple					

	Basic	Frequent				
X	Complex					
X	Walk or move over distances under own power	Frequent				
X	within offices/ building or even terrain)	Constant				
X	outdoors or uneven terrain	Occasional				
X	Work alone, under minimal supervision	Frequent				
X	Work directly and indirectly with others	Frequent				
X	Verbal contact with others	Constant				
X	Face-to-face contact	Frequent				
	Work outdoors in -					
	extreme heat					
	extreme cold					
	other adverse weather conditions					

Never	**Occasional**	**Frequent**	**Constant**
0%	1-33%	34-66%	67-100%
0%	equal or less than 2.6 hours	2.7 -5.2 hours	equal or greater than 5.3 Hours
*** all times and %s are based on a the assumption of an 8 hour shift schedule**			

Supervision:

☐ Directly Supervises

☐ Indirectly Supervises (Volunteers, interns)

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 2026

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Rachel Jolly

Title/Subject: Two new CJC positions

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	8/24/2026

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/29/2026	Kara Alnasrawi
Mayor's Office informed and approved memo	Yes	8/20/2026	Jen Zakaras
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/20/2026	Emmett Wood
CAO has reviewed budget, financing, and memo	Yes	7/30/2026	Brad Kukenberger
Human Resources, if personnel action -Identify HR Manager in note	Yes	7/29/2026	Orieta Glozheni
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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