



Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

5:00 pm, Bushor Conference Room, 1st Floor City Hall OR Remotely via ZOOM:

Please click the link below to join the webinar:

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1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda as follows: remove from the consent agenda item 3.4. Calendar Year 2023 Crack - Sealing Program - Authorization to Award Construction Contract - DPW (per Phillip Peterson)

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	2. Public Forum
Department	Council and Board
Type	Action Procedural

3. Consent Agenda

Subject	3.1. July 24, 2023 Board of Finance Meeting Minutes, Draft
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	3.2. Church Street Marketplace Winter Holiday and Winter Lights - Authorization to Award Contract - CSM
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Church St. Marketplace
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the Director of the Church Street Marketplace to execute a three-year contract with SavATree, LLC for Winter Holiday and Winter Light services for a total authorized amount not to exceed \$101,445 subject to final review and approval by the City Attorney's Office
Subject	3.3. Final Change Order - CY22 Sidewalk Reconstruction Program - DPW
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or her designee, to affect all necessary budget amendments and transfers of funds, as described in the attached project budget, to a total of \$1,110,031.34 for the projected construction costs to complete the CY22 Sidewalk Reconstruction Program. 2. To approve and recommend that the City Council retroactively authorize the Director of Public Works to execute a balancing change order for the construction contract for the CY22 Sidewalk Reconstruction Project with SD Ireland Brothers Corporation for a final amount of \$1,110,031.34, subject to the final review and approval by the Office of the City Attorney.
Subject	3.4. Calendar Year 2023 Crack - Sealing Program - Authorization to Award Construction Contract - DPW **AGENDA ITEM REMOVED**
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

Category	3. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and authorize the Director of Public Works to execute a contract with NICOM Coatings, LLC, for Calendar Year 2023 Crack-Sealing for a resulting contract of up to \$79,260.00 with an additional \$13,894.80 (~15%) in contingency, totaling \$93,154.80; provided this authorization is contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer
Subject	3.5. FY24 Recycling Truck Purchase Cost Increase - DPW
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and recommend the City Council authorize the Department of Public Works to spend an additional \$44,145.00, for a total of \$309,145.00, for the FY24 Recycling truck purchase; and to further authorize the Director of the Department of Public Works to execute a purchase agreement and other associated documents necessary to effect such purchase with Allegiance Trucks for a total purchase price not to exceed \$309,145.00 subject to the review of the City Attorney's Office
Subject	3.6. Marketplace Garage Repair Cost Update - DPW - Division of Parking and Traffic
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and recommend that City Council retroactively authorize the increase of the maximum limiting amount of the contract with Structural Preservation Systems, LLC from \$545,955 by \$23,564, resulting in a total authorized expenditure of \$569,519 for repairs completed to the Marketplace Garage and further authorize the Director of the Department of Public Works to execute an amendment to such contract to reflect the increased maximum limiting amount, subject to review by the City Attorney's Office
Subject	3.7. Acceptance of \$26,000 grant from the VT Department of Labor - CEDO
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda

Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	move to approve the City's receipt of grant funding in the amount of \$26,000 from the Vermont Department of Labor to launch a Personal Care Assistant Plus (PCA+) Workforce Training program to train approximately 25 Burlington residents from underserved populations to become home health and personal care aides, and to authorize CEDO Director Brian Pine to execute any and all formal agreements with the VT Department of Labor regarding said grant funding upon final review and approval of the City Attorney's Office

4. For Approval and Recommendation to the City Council

Subject	4.1. Request to Execute a Federal Aviation Administration (FAA) grant and execute a Contract with Hoyle Tanner & Associates, Inc. to update the Airports Pavement Management Plan - Airport
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Airport
Type	Action
Recommended Action	1. "To approve and recommend that the City Council authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$226,970.10, with a 15% contingency, totaling up to \$261,015.62, as allowed under the grant, for the Pavement Management Plan (PMP) Update, subject to review by the City Attorney's Office." 2. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with Hoyle Tanner & Associates, Inc. in an amount up to \$241,689.00 with a 15% contingency totaling \$277,942.35, as allowed by the grant, for the update of the Pavement Management Plan, subject to review by the City Attorney's Office."
Subject	4.2. Request to Accept and Execute a Federal Aviation Administration (FAA) Grant and Contract with Hoyle Tanner and Associates, Inc. for the planning, design, permitting, and bidding an expansion of the existing Cargo Apron - Airport
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Airport
Type	Action
Recommended Action	1. "To approve and recommend that the City Council authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$275,490.00, with a 15% contingency, totaling up to \$316,813.50, as allowed under the grant, for the planning, design, permitting, and bidding of the cargo apron expansion, subject to review by the City Attorney's Office."

2. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with Hoyle Tanner & Associates, Inc. in an amount up to \$296,100.00, with a 15% contingency totaling \$340,515.00, as allowed under the grant, for the planning, design, permitting, and bidding of the cargo apron expansion, subject to review by the City Attorney's Office."

Subject **4.3. Request to Execute a Contract with Stantec Consulting Services Inc. for the Design, Permitting, and Bidding of Runway 15-33 Rehabilitation Project - Airport**

Meeting August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

Category 4. For Approval and Recommendation to the City Council

Department Airport

Type Action

Recommended Action to approve and recommend that the City Council authorize the Director of Aviation to execute a contract with Stantec Consulting Services Inc. in an amount up to \$688,486.00, with a 15% contingency totaling \$791,758.90, as allowed under the grant, for the planning, design, permitting, and bidding of the pavement management and rehabilitation of Runway 15-33, subject to review by the City Attorney's Office

Subject **4.4. Request to Accept a Federal Aviation Administration Grant and Execute a Contract for Design, Permitting and Bidding of the Snow Removal Equipment Building Project with Passero Associates - Airport**

Meeting August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

Category 4. For Approval and Recommendation to the City Council

Department Airport

Type Action

Recommended Action

1. "To approve and recommend that the City Council authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$1,160,011.80, with a 15% contingency, totaling up to \$1,334,013.57, contingency as allowed under the grant, for the design, permitting, and bidding of the Snow Removal Equipment Building Project, subject to review by the City Attorney's Office."
2. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with Passero Associates, Engineering, Architecture & Surveying, D.P.C. in the amount up to \$1,272,902.00, with a 15% contingency, totaling up to \$1,463,337.30, contingency as allowed by the grant for the design, permitting, and bidding of the Snow Removal Equipment Building Project, subject to review by the City Attorney's Office."

Subject **4.5. Request to accept a Federal Aviation Administration Grant for the Residential Sound Insulation Project FAA Phase 3 Project and Execute Contracts for Construction and Inspection Services for this Project with Strong Tower Construction, Inc. and Jones Payne Group, Inc. respectively - Airport**

Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Airport
Type	Action
Recommended Action	1. "To approve and recommend that the City Council authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$5,511,621.34 with a 15% contingency totaling up to \$6,338,364.54 as allowed under the grant for program management and development, community outreach, evaluation of structures, design services, bid and award activities, and construction activities for 52 homes, subject to review by the City Attorney's Office." 2. "To approve and recommend that the City Council authorize the Director of Aviation execute a contract with Strong Tower Construction, Inc. in an amount of up to \$4,780,947.00 with a 15% contingency totaling up to \$5,498,089.05, as allowed under the grant, for construction activities for 52 homes, subject to review by the City Attorney's Office." 3. To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with The Jones Payne Group, Inc., in the amount of up to \$1,325,076.71 with a 15% contingency totaling \$1,523,838.22 as allowed under the grant, for program management and development, community outreach, evaluation of structures, design services, bid, award activities, and construction activities for approximately 50 homes, Design and Bid, subject to review by the City Attorney's Office."
Subject	4.6. Reclassification of One (1) CEDO Position with No Adverse Impact to the City's General Fund - CEDO/HR
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Community & Economic Development Office (CEDO)
Type	Action
Recommended Action	Move to approve and recommend that the City Council approve the reclassification of the Community Development Specialist II – Grant Management position, from a Regular Service, Full-Time, Non-Exempt, Union, Grade 17 to the position of Senior Community Development Specialist – Grant Management, a Regular Service, Full-Time, Non-Exempt, Union, Grade 18
Subject	4.7. Church Street Marketplace Snow Removal - Authorization to Award Contract - CSM
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Church St. Marketplace

Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of the Church Street Marketplace to execute a three-year contract with J. Labrecque, LLC for snowplowing services for a total authorized amount not to exceed \$173,100, subject to final review and approval by the City Attorney's Office
Subject	4.8. Fletcher Free Library Security Guard Contract FY24 - Library
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Fletcher Free Library
Type	Action
Recommended Action	to approve and recommend that the City Council approve the execution of a Contract Agreement and any related documents needed to carry out said contract with Chocolate Thunder, LLC, for a 1 year contract of security guard services for the Fletcher Free Library at a rate of \$45.00 per hour in an amount up to \$135,720.00 with a contingency of \$9,450.00 for a total maximum limiting amount of \$145,180.00, and to authorize Mary Danko, Director of the Fletcher Free Library, to execute the contract and any related documents needed to carry out said contract, upon final review and approval of the City Attorney's Office
Subject	4.9. CY23 Paving Contract Amendment for Additional Patching Work - DPW
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department
Type	Action
Recommended Action	1. To approve and recommend that the City Council authorize the Director of Public Works to execute an amendment to the Calendar Year 2023 Paving Program contract with Engineers Construction Inc. in the additional amount of \$337,254.00, bringing the total contract value up to \$1,893,552.45, and authorize the use of \$173,634.85 in contingency funds to be available to use toward any necessary future contract amendments, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$2,067,187.30. 2. To approve and recommend that the City Council authorize the Chief Administrative Officer or designee to affect all necessary budget amendments and transfers of funds, as described in the attached budget amendment form, for a total of \$35,000 in street capital funds to be used to complete the CY23 Paving Program project
Subject	4.10. Champlain Parkway - Design Contract Amendment No. 18 with Clough, Harbor & Associates - DPW
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department

Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of Public Works to execute Contract Amendment Number 18 to the contract with Clough Harbour & Associates for engineering design services for the Champlain Parkway project, increasing the total contract amount by \$520,826.34 and the local match obligation by \$10,416.52, for a total authorized contract amount not to exceed \$13,992,929.18 and a local match obligation in the amount of \$279,858.59, subject to review and approval by the City Attorney's Office
Subject	4.11. Approving The Pledging Of The Credit Of The City In Anticipation Of The Receipt Of Revenue From The Parking & Traffic Division of The Public Works Department - CT
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	to recommend that the City Council approve the attached resolution
Subject	4.12. FY24 Parking Garage Security Contract - DPW - Division of Parking and Traffic
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department
Type	Action
Recommended Action	To approve and recommend that City Council authorize: 1) the Director of Public Works to execute a contract for FY24 with Green Mountain Concert Services for security services at the Marketplace Garage and Downtown Garage for a total authorized contract value not to exceed \$280,000, subject to review and approval by the City Attorney's Office and approval by the Chief Administrative Office for compliance with the City's procurement and expenditure policies; and, 2) an FY24 budget amendment for Fund 265 - Parking Facilities for general ledger line item 19-205-451- 6500_103 (Marketplace Garage) from 90,000 to \$140,000 and line item 19-205-455-6500_103 (Downtown Garage) from \$90,000 to \$140,000, for a total budgeted expenditure of \$280,000; to be drawn against currently budgeted net revenues.
Subject	4.13. Request for approval of three contracts related to the River Siphon Break emergency response - DPW - Water Resources
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department - Water Resources

Type	Action
Recommended Action	1. "To approve and recommend that the City Council retroactively authorize and ratify the Director of Public Works' execution of a contract with BP Wastewater for sewage pumping and hauling services, for an amount up to \$232,200, subject to the review and approval of the City Attorney's Office." 2. "To approve and recommend that the City Council retroactively authorize and ratify the Director of Public Works' execution of the following agreements related to the construction of the temporary bypass pumping system: i. an amendment to the Main Agreement for On-Call Services with Engineers Construction Inc. for on-call repair services for an amount up to \$775,000; and, ii. a Work Assignment Agreement for On-Call Services with Engineers Construction Inc. for construction of a temporary bypass pumping system, assigned pursuant to the above-referenced Main Agreement for On-Call Services for an amount up to \$550,000 inclusive of the Main Agreement limit; Provided that both such agreements shall not exceed a total authorized amount of \$775,000 combined and shall be subject to the prior review and approval of the City Attorney's Office." 3. "To approve and authorize the Director of Public Works to execute an agreement or a series of agreements with Rain For Rent for pump rental services in furtherance of emergency pumping related to the temporary bypass of flows from the Winooski River wastewater pipe failure; and, to retroactively authorize and ratify all such rental costs incurred retroactive to July 24, 2023, provided that the total authorized expenditure under all such agreements shall not exceed \$82,980, inclusive of such rental costs incurred retroactive to July 24, 2023, and that execution of the same shall be subject to the prior review and approval of the City Attorney's Office."
Subject	4.14. Authorization to Execute Contracts with On-Call Water Resources Excavation Contractors - DPW - Water Resources
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department - Water Resources
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of Public Works to execute Main On-Call Agreements with three (3) water resources excavation contractors (BP Wastewater Services LLC, Engineers Construction, Inc. and S D Ireland Brothers Corporation), each with a maximum limiting amount of \$200,000, for a total authorized expenditure of \$600,000, subject to review and approval by the City Attorney

5. Adjournment

Subject	5.1. Motion to adjourn
Meeting	August 7, 2023 - Board of Finance Meeting - Monday, August 7, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. Adjournment
Department	Council and Board

Type	Action Procedural
Recommended Action	Motion to adjourn

**BURLINGTON BOARD OF FINANCE
BUSHOR CONF. ROOM, FIRST FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN NUMBER
BURLINGTON, VERMONT
MINUTES OF MEETING
DRAFT
July 24, 2023**

MEMBERS PRESENT:

Karen Paul
Ali Dieng
Mark Barlow
Miro Weinberger

OTHERS PRESENT:

Katherine Schad
Jordan Redell
Jared Pellerin
Cindi Wight
Kim Bleakley
John Murad
Sarah E Carpenter

1.0 CALL TO ORDER and AGENDA

1.1 Motion to amend/adopt the agenda

Chief Administrative Officer Schad called the Board of Finance meeting to order at 5:04 PM.

MOTION by Councilor Dieng, SECOND by Councilor Barlow, to adopt the agenda.

VOTING: unanimous; motion carries (City Council President Paul, Mayor Weinberger absent for vote).

2.0 PUBLIC FORUM

2.1 Verbal Comments

None.

3.0 FOR APPROVAL AND RECOMMENDATION TO THE CITY COUNCIL

3.1 Replacement Hot Water System and Boiler at Paquette Arena in Leddy Park – BPRW

Facilities Manager Bleakley spoke about the City's work with an energy performance vendor on analysis of many municipal properties and their energy efficiency, to strive toward net zero energy. She said that one project that has resulted from that is replacement of the hot water system and boiler at Leddy Park with an 96% efficient natural gas system.

Councilor Barlow asked about the funding for this project and asked whether the costs were anticipated during the budget process. Facilities Manager Bleakley replied that the costs were not anticipated during the budgeting season and will be using a combination of Facilities Contingency and existing capital bond funding from FY23 and FY24. She noted that this was not an anticipated cost, and that the boiler has already failed, and will need to be replaced prior to next winter's season. Director Wight acknowledged a backlog in deferred maintenance for a number of City buildings and systems.

Councilor Dieng asked about the the carryforward funding from FY23 and Facilities Manager Bleakley replied that they had already anticipated some level of replacement needed for the hot water system and had set aside funding for that previously. Councilor Dieng asked how a natural gas system that is 100% energy efficient could be achieved. Facilities Manager Bleakley replied that a 100% efficient natural gas system is possible, and would entail working with VGS to find renewable energy credits to make up that 4%.

MOTION by Councilor Dieng, SECOND by Councilor City Council President Paul, to approve and authorize the execution of a contract with Energy Efficiency Investments, Inc.,, for a price not to exceed \$691,561.00 to replace the domestic hot water system and boiler, and authorize Cindi Wight, Director of Parks, Recreation & Waterfront to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

VOTING: unanimous; motion carries.

3.2 Burlington CARES Overview, Position Requests, and Structure – Police

Chief Murad provided an overview of the CARES team. He noted several pressure points in terms of deadlines, one of which is federal funding from the Vermont Department of Mental Health (DMH) that is expiring soon if it is not spent. He noted that an EMT-based clinical model will not work for this program, given that they are trying to divert individuals from the emergency room and that EMTs are typically trained to bring people to the E/D instead of other areas in the community. As a result, the BPD has been working with registered nurses and home health care nurses, and that UVMMC has agreed to cost-share for that. He said that this request is for a supervising clinician and two clinicians.

Councilor Dieng asked how much the entire CARES team will cost. Chief Murad said that it would cost around \$650,000 per year for five positions and fringe benefits. He acknowledged that startup costs in the first year will be higher than in subsequent years. He also noted that interior capital work will also need to be conducted at the police station to reconfigure work stations. He noted that the DMH/federal grant will cover around half of the costs in year one and year two.

City Council President Paul spoke about how this program came forward through the efforts of two parents in the community. She also noted that her preference would have been for this program to be executed as a vendor contract with a community provider, rather than taken in-house by the BPD, but recognized that it has been structured this way for the sake of expediency and getting it off the ground. She said that she is comfortable with the program as it stands, given the amount of review the Police Commission has been able to have with it.

MOTION by City Council President Paul, SECOND by Councilor Barlow, to recommend the creation of one (1) Burlington CARES Clinical Supervisor, a Regular, Exempt, AFCSME, Grade 20 position, and two (2) Burlington CARES Clinicians, a Regular, Exempt, AFCSME, Grade 19 position.

VOTING: unanimous; motion carries.

4.0 ADJOURNMENT

4.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 5:34 PM.

RScty: AACoonradt

Board of Finance and City Council Submission Checklist

Department: Business & Workforce Development Submitter: Samantha McGinnis and Kara Alnasrawi

Title/Subject: Winter Lighting RFP

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	Click or tap to enter a date.
☒	Concurrent	8/7/2023 BoF 8/14/2023 CC

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	7/5/2023	Director Alnasrawi
Mayor's Office informed and approved memo	Yes	7/31/2023	Click or tap here to enter text.
Board/Commission, if required	Yes	7/19/2023	Unanimously approved at 7/19/23 meeting
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	5/1/2023	Hayley McClenahan Approved with RFP
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/7/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	7/29/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



MEMORANDUM

To: Board of Finance/City Council
From: Kara Alnasrawi, Director, Business & Workforce Development
Samantha McGinnis, Assistant Director, Business & Workforce Development
Date: August 7, 2023
Re: Church Street Marketplace Winter Holiday and Winter Lights – Authorization to Award Contract

REQUEST

The Church Street Marketplace seeks Board of Finance recommendation and City Council authorization to enter into a three-year contract, August 2023 – April 2026, with SavATree, LLC for installation of Winter Holiday and Winter Light services within the Marketplace District.

BACKGROUND

Every three years the Church Street Marketplace solicits bids for assistance with Winter Holiday and Winter lighting services.

The Church Street Marketplace annually secures a Christmas Tree for the Top Block of the Church Street Marketplace, that is needs lights installed in mid-November and removed in early January. In addition, lights are installed and replaced on a three-year cycle on the 75+ trees that line the Church Street Marketplace, plus at the intersections of Church St and Main St., College St., Bank St. and Cherry St.

The selected contractor provides services including installation and removal of 2,250+ light strands on a three-year cycle with maintenance in years 1 and 3; Support in securing, cutting and transporting the annual Christmas Tree for the Church Street Marketplace; Installing lights on the annual Christmas Tree on the Marketplace; Removing lights on the annual Christmas Tree on the Marketplace; Installing lights and garlands on the four intersections of the Church Street Marketplace at the intersections of Church St and Main St., College St., Bank St. and Cherry St.

FUNDING

The Church Street Marketplace funds its own budget through common area fees charged to property owners which are passed through to merchants. These fees will fund the entirety of this winter holiday and winter lighting contract. The award of this contract is subject to Church Street Commission approval at their July 19, 2023 meeting.

The Charter of the City of Burlington, states that the Church Street Marketplace is barred from using city services to maintain the street.

CONTRACTOR/BID SELECTION

One bid was received in response to our Invitation to Bid. The values of the bid are in Table 1 below:

Table 1 – Bid Results

Contractor	Bid year one (Fall 2023 to Summer 24)	Bid year two (Fall 2024 to Summer 2025)	Bid year three (Fall 2025 to Spring 2026)
SavATree, LLC	\$30,435.00	\$38,215.00	\$32,795.00

After consultation with Marketplace staff and thorough review of previous Winter Holiday and Winter Light services on Church Street SavATree, LLC was chosen. In particular, their exemplary past experiences working on the Marketplace were taken into consideration.

MOTIONS

The Church Street Marketplace respectfully requests that the Board of Finance and City Council approve the following motions:

Board of Finance:

To approve and recommend that the City Council authorize the Director of the Church Street Marketplace to execute a three-year contract with SavATree, LLC for Winter Holiday and Winter Light services for a total authorized amount not to exceed \$101,445 subject to final review and approval by the City Attorney's Office.

City Council:

To authorize the Director of the Church Street Marketplace to execute a three-year contract with SavATree, LLC for Winter Holiday and Winter Light services for a total authorized amount not to exceed \$101,445 subject to final review and approval by the City Attorney's Office.

CITY OF BURLINGTON

Request for Proposals

City of Burlington, Vermont

Issued: May 15, 2023

Questions Due By: May 22, 2023

Answers Posted By: May 25, 2023

Proposals Due: June 7, 2023

I. PROJECT BACKGROUND

The Church Street Marketplace is seeking proposals for installation of Winter Holiday and Winter Lights on the Church Street Marketplace District (Church Street between Main & Pearl Streets). The Church Street Marketplace intends to enter a three-year contract for services beginning Summer 2023 and expiring after Spring 2026.

II. ATTACHMENTS

- A. Exhibit A: Scope of Work
- B. Exhibit B: City of Burlington Draft Agreement
- C. Exhibit C: City of Burlington Standard Contractor Conditions
- D. Exhibit D: Burlington Livable Wage Ordinance Certification
- E. Exhibit E: Burlington Outsourcing Ordinance Certification
- F. Exhibit F: Burlington Union Deterrence Ordinance Certification

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

I. SCOPE OF WORK

The Selected Contractor will be expected to complete all work as outlined in the Scope of Work, Attachment A to this RFP.

III. RESPONSE FORMAT

Interested Contractors should complete the cost quote forms on pages 3, 4 and 5 of the Scope of Work, Attachment A. The successful bidder must possess all licenses required to operate machinery.

IV. CONTRACTOR SELECTION

Marketplace staff, including the Executive Director and the Foreman, will review the proposals and determine which, if any, contractor will be awarded the contract.

The Church Street Marketplace reserves the right to obtain clarification of any point in a bidder's proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of

a bidder to respond to such a request for additional information or clarification may result in rejection of the bidder's proposal. Bidders who submit qualifying proposals may be asked to for an interview.

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

V. **SUBMISSIONS**

Questions can be submitted through email to Director Kara Alnasrawi at the e-mail below by May 22, 2023. Responses will be posted on the Church Street Marketplace website, www.churchstmarketplace.com, by May 25, 2023.

To be considered, please submit an electronic copy by 6:00 p.m. EST on June 7, 2023 to:

Kara Alnasrawi
Executive Director
Church Street Marketplace
kalnasrawi@burlingtonvt.gov

Late submissions will not be accepted for consideration.

VI. **CONTRACTING**

The Contractor, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Burlington Standard Contractor Conditions (attachment C in this RFP). The certificate of insurance (COI) coverage shall be documented on forms acceptable to the City.

VII. **AGREEMENT REQUIREMENTS**

The selected contractor will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited those in the Burlington Contractor Conditions (Attachment C) and the attached Draft Agreement (Attachment B).

VIII. **LIMITATIONS OF LIABILITY**

The City assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals.

IX. COSTS ASSOCIATED WITH PROPOSAL

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

X. INDEMNIFICATION

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

XI. REJECTION OF PROPOSALS

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

XII. OWNERSHIP OF DOCUMENTS

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

XIII. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XIV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

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

XV. PUBLIC HEALTH EMERGENCIES

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Contractors shall consider public health emergencies as they develop project schedules and advance the work.

While the Contractor is responsible for ensuring that the project or site is stable and in a safe and maintainable condition, the City will have the right to inspect all preparatory, in-progress, and final work to ensure compliance with health and safety standards and may at any time require the Contractor to stop work until it becomes compliant.

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 public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.

EXHIBIT A

SCOPE OF WORK

I. ABOUT CHURCH STREET AND ITS LIGHTING PROGRAMS

The Church Street Marketplace is composed of four blocks:

1. City Hall Block - Church Street between Main and College Streets
2. Second Block - Church Street between College and Bank Streets
3. Mall Block - Church Street between Bank and Cherry Streets
4. Top Block - Church Street between Cherry and Pearl Streets

There are 78 trees on these four blocks of the Church Street Marketplace. The selected lighting contractor will be responsible for decorating all the trees with light strands, using at a minimum a required two workers and a bucket truck. There are also four intersections with steel cables which are intermittently decorated with lights and annually decorated with garland.

Every Christmas the Church Street Marketplace installs a 40-45 foot blue spruce tree on the Top Block of Church Street. The tree is donated by a local family or business. The Marketplace team retrieves the tree with the help of an additional contractor, and transport it to the Top Block of Church Street. Once the tree is secured in its base on the Top Block, the selected contractor will decorate the tree with at least 250 light strands – strands are installed vertically, spaced about 1 inch apart. The selected contract will need to use at a minimum a required two workers and a bucket truck.

II. SCOPE OF WORK

The Contractor will complete the following tasks and all tasks included in Contractor's Cost Quote:

1. Bucket Truck Installations for Winter Holiday Lights. This task Includes:

- A) Remove lights from 78 TREES on all four blocks prior to the 2024 Winter Holiday installation.
- B) Stringing new lights on 78 TREES on all four blocks for the 2024 Winter Holidays and occasional maintenance as needed;
- C) Assisting CSM in securing Christmas tree at private residence in Greater Burlington Area, including cutting down the tree, grinding the stump, and stringing the tree with lights;
- D) Removing lights from Christmas tree and removing tree from Church Street by the end of the first week of January;

III. CONTRACTOR'S COST QUOTE

BUCKET TRUCK INSTALLATIONS FOR WINTER LIGHTS					
<i>What and Where</i>	<i>When does this work occur</i>	<i>Which years</i>	<i>What equipment & staff are required</i>	<i>Description of Work. Approximate # of light strands installed.</i>	<i>Write your individual quotes for A) B) C) D) & E) plus total</i>
A) REMOVE OLD AND REPLACE LIGHTS ON ALL TREES on all four blocks of Church Street. See description of all trees and their locations in section IV.	October - November	YEAR 2 And general maintenance other years	This job requires a BUCKET TRUCK and two workers.	Removing and Installing 50' Length warm white LED light strands on all 78 trees along the Marketplace. Approximate # of light strands: 2,250+	\$
B) HELPING CSM SECURE a Blue Spruce Christmas Tree from Private Home in Greater Burlington Area	Tree Friday BEFORE Black Friday	YEARS 1, 2, 3	This job requires chainsaw and two workers who are experienced working with a large rigger.	Assist Marketplace Staff and transportation company on the Friday morning that is one week before "Black Friday." From 8 AM -12 Noon. Help secure the Marketplace's annual Christmas tree from a private home in the greater Burlington area by October 15th; cut down the tree and grind out the tree stump; help with installation on the Marketplace with CSM and transportation company.	\$
C) INSTALLING LIGHTS ON MARKETPLACE CHRISTMAS TREE	Week before THANKSGIVING	YEARS 1,2,3	This job requires a BUCKET TRUCK and two workers.	Install LED lights on the 40'- 45' Marketplace Christmas Tree. Lights must be completed installation by the Wednesday before Thanksgiving.	\$
D) REMOVING LIGHTS FROM CHRISTMAS TREE AND REMOVING TREE from Church Street by the end of the first week of January	First week of January	YEARS 1, 2, 3	Chain Saw, Crew, Chipper	Remove all lights from Top of the Block Christmas Tree and remove large 40' - 45' Christmas Tree. Requires one full day, two crew members.	\$
E) INSTALLING LIGHT STRANS AND GARLAND ON STEEL CABLES AT INTERSECTIONS of Church St. and Main St., College St., Bank St., and Cherry St.	Two weeks prior to Thanksgiving	Garland YEARS 1, 2, 3 Lights as requested	This job requires a BUCKET TRUCK and one worker.	Requires on full day, one crew member	\$
YOUR TOTAL COST					\$

IV. DESCRIPTION OF CHURCH STREET MARKETPLACE TREES, BY BLOCK PLUS # OF LIGHT STRANDS REQUIRED PER TREE

The locations and descriptions of the trees and lights requirements are estimates and may be subject to modification.

PEARL STREET				PEARL STREET	
WEST SIDE OF CHURCH STREET				EAST SIDE OF CHURCH STREET	
Location of Tree	# of Light Strands per tree			# of Light Strands per tree	Location of Tree
S.W. corner of Church & Pearl.	N/A			N/A	SE corner of Church & Pearl Streets
Between Athleta and Black Diamond	12			15	In front of Danform Shoes – North side
In front of Black Diamond – North side	16			14	In front of Danform Shoes – South side
In front of Black Diamond – South side	12			12	In front of E.B. Strong
In front of Tina’s Home Design	16			13	In front of Crow Bookshop
between Tina’s Home Design and Underground Closet	24			20	In front of Halvorson’s
At Underground Closet	16			13	At Earthbound Trading
At Urban Outfitters	16			15	At Posh Nails
in front of lululemon	12			15	Between Posh Nails & Wild Lark
At CVS	10			13	In front of Ben & Jerry's
Corner of Church & Cherry @ CVS entrance	10			10	N.E. Corner of Church and Cherry
On Cherry St @N.E. corner, Church & Cherry. @Cherry Street entrance to CVS	50			50	On CHERRY ST @ Ben & Jerry’s ... N.E. corner of Church & Cherry
TOTALS	194		TOTALS	190	

CHERRY STREET				CHERRY STREET
WEST SIDE OF CHURCH STREET				EAST SIDE OF CHURCH STREET
Location of Tree	# of Light Strands per tree			Location of Tree
On S.W. corner of Church & Cherry Streets	30			Between Dear Lucy and Pokeworks
Outdoor Gear Exchange – Northern most portion of business	30			In front of Fjallraven
Outdoor Gear Exchange – Southern most portion of business	50			In front of Homeport
In front of Outdoor Gear Exchange	10			In front of Banana Republic
In front of Lovermont802	15			In front of Helly Hansen
In front of Hatley	50			In front of Kiss the Cook
In front of 61 Church Street	40			In front of Karlise Jewelers, near N.E. corner of Church & Bank
In front of Ken's Pizza	50			
In front of Monelle	40			
At N.W. Corner of Church & Bank Intersection	10			
TOTALS	325		TOTALS	180

BANK STREET				BANK STREET
WEST SIDE OF CHURCH STREET				EAST SIDE OF CHURCH STREET
Location of Tree	# of Light Strands per tree		# of Light Strands per tree	Location of Tree
Bank Street near S.W. corner of Bank and Church Streets	40		40	Between Body Shop and TD Bank ATM
S.E. corner of Church and Bank Streets near Ecco	10		10	Between Saratoga Olive Oil & Free People
In front of Ecco	30		30	In front of Thorn + Roots
In front of Frog Hollow	15		15	In front of Thorn + Roots
			30	In front of Thorn + Roots
In front of Ten Thousand Villages	20		40	In front of Jess Boutique
In front of Garcia's Tobacco	50		40	In front of Expressions
In front of Sox Market	30		20	In front of Tradewinds
In front of Optical Center	40		20	Between Tradewinds and Lipa's
Between Danforth Pewter and	50		50	In front of Northfield Savings Bank
At Leunig's, corner of college and Church Streets	40		50	N.E. Corner of College & Church
TOTALS	325	TOTALS	345	

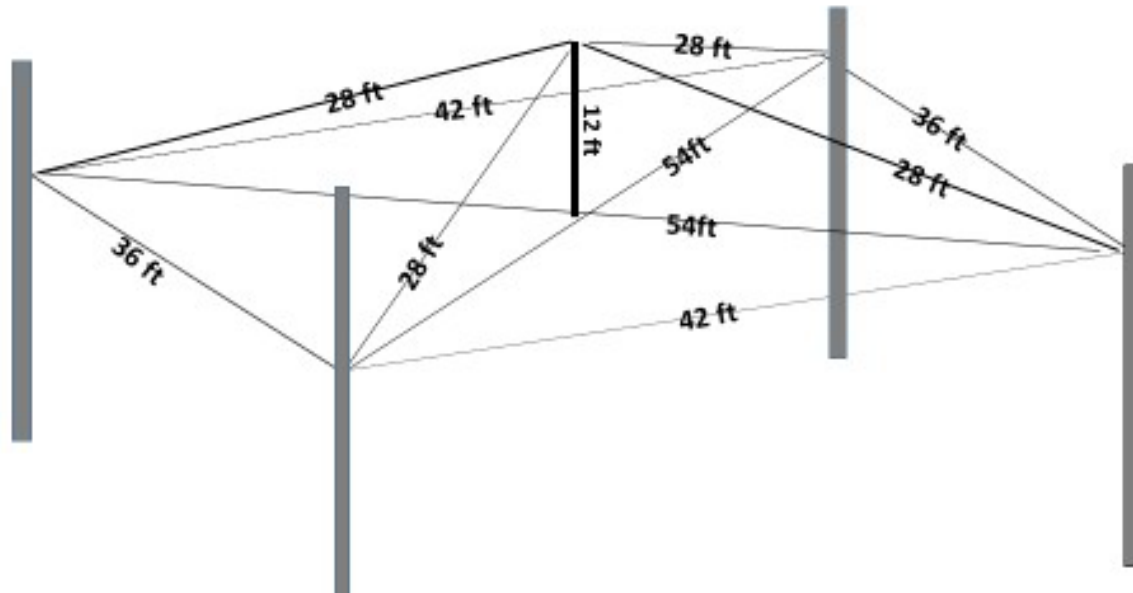
COLLEGE STREET				COLLEGE STREET
WEST SIDE OF CHURCH STREET				EAST SIDE OF CHURCH STREET
Location of Tree	# of Light Strands per tree		# of Light Strands per tree	Location of Tree
On College Street in front of MK Clothing at S.W. corner of College & Church	40		15	In front of Pascolo Ristorante – North side
In front of MK Clothing	15		15	In front of Pascolo – South side
Between MK Clothing and RiRa	15		10	In front of Maven, Global Pathways
Between RiRa and Von Bargaen's	15		30	In front of Ake's Place
In front of entrance to 131 Church	15		20	In front of 136 Church Street
Between Burlington City Arts and Von Bargaen's Jewelers	15		20	In front of Gaku Ramen
In front of City Hall Flower Bed North	15		20	In front of Full Tank
City Hall Flower Bed North – Tree #1	10		50	In front of Earth Prime Comics, next to Honey Road Restaurant
City Hall Flower Bed North – Tree #2	10			
In front of City Hall South Flower Bed, closest to Church & Main intersection	10			
City Hall Flower Bed South – Tree #1	15			
City Hall Flower Bed South – Tree #2	15			
TOTALS	325	TOTALS	180	

VI. INTERSECTIONS WITH STEEL CABLES

INTERSECTIONS WITH STEEL CABLES	TOTAL feet of Light Strands to String	TOTAL # of Light Bulbs to Change Out 28 foot
MAIN STREET INTERSECTION	216	93
COLLEGE STREE INTERSECTION	388	166
BANK STREET INTERSECTION	548	235
CHERRY STREET INTERSECTION	548	235
TOTAL	1,700	729

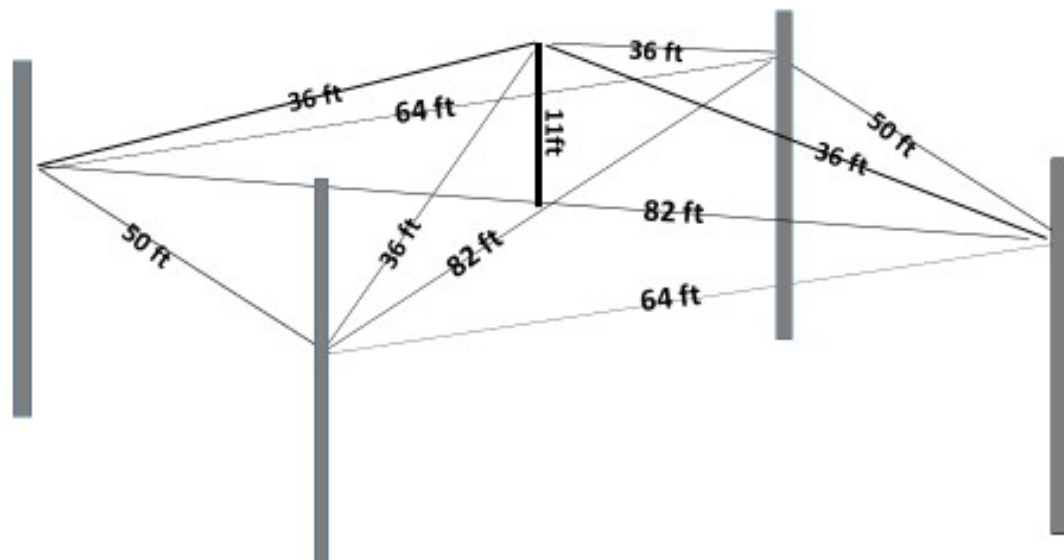
28 feet X 4 = 112
42 feet x 2 = 84
54 feet x 2 = 108
36 feet x 2 = 72
12 feet
TOTAL FEET: 388

Church & College Intersection



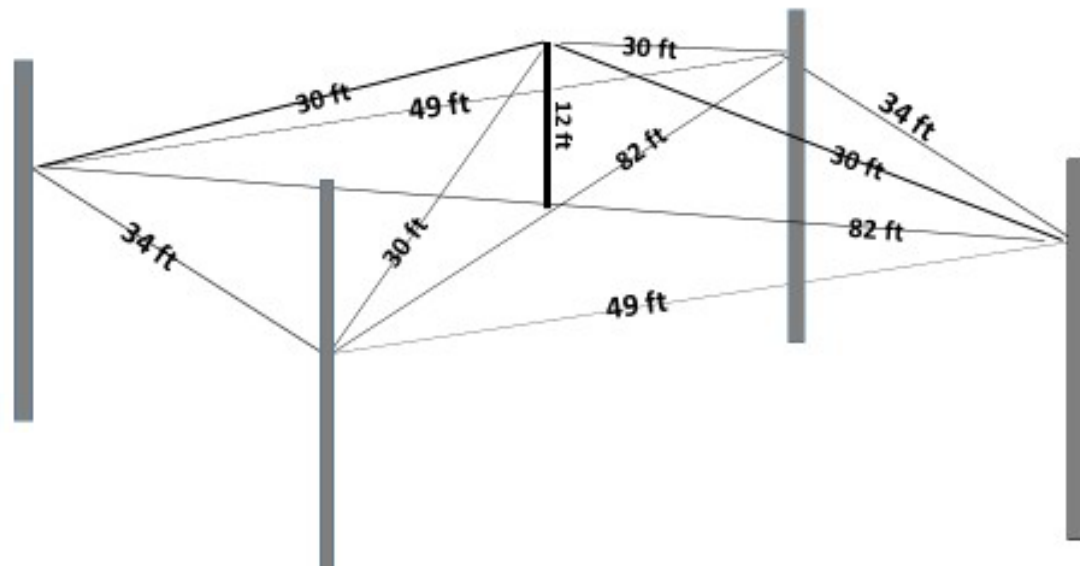
36 feet X 4 = 144
64 feet x 2 = 128
50 feet x 2 = 100
82 feet x 2 = 164
12 feet
TOTAL FEET: 548

Church & Bank Intersection



30 feet X 4 = 144
49 feet x 2 = 128
34 feet x 2 = 100
82 feet x 2 = 164
12 feet
TOTAL FEET: 548

Church & Cherry Intersection



VII. INSTALLATION OF LIGHTS IN LARGE TREES

Set up begins in mid-October and must be completed on the Monday before Black Friday (Black Friday is the Friday immediately following Thanksgiving Day and official kick-off of the Holiday season.) FOR LARGE TREES, person in bucket passes new light strand to person in tree. Person in tree PLUGS strand into electrical outlet. Person in bucket drops strand over canopy, letting the extra dangle at the tree canopy. Then, person in bucket grabs extra length and brings strand back towards the middle on the outside of the tree canopy. We call this process the “Fireworks” look.

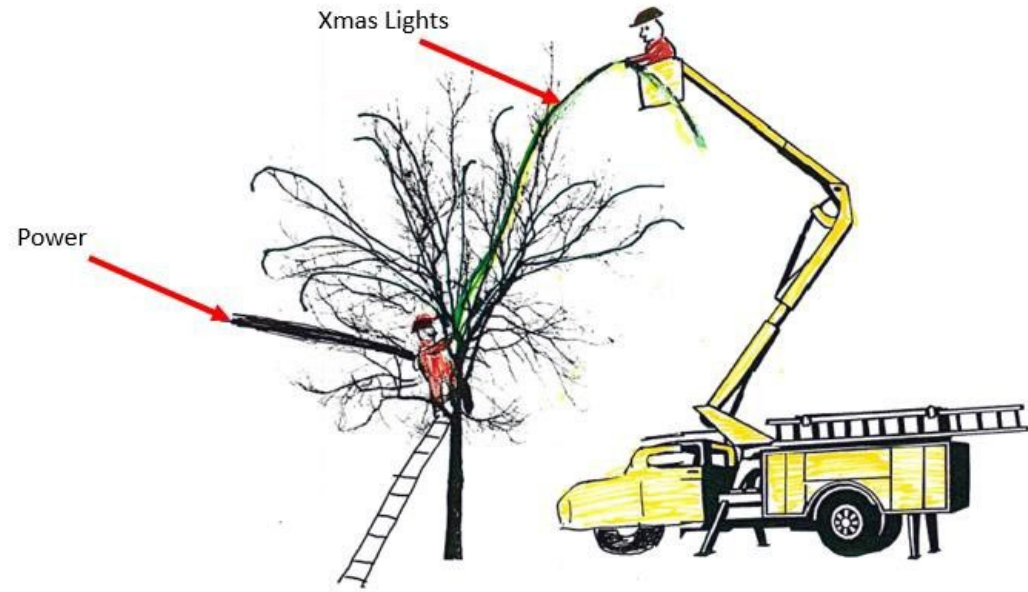


EXHIBIT B

CITY OF BURLINGTON DRAFT CONSTRUCTION CONTRACT

This Agreement (“Agreement”) is entered into by and between the City of Burlington, Vermont by and through the Church Street Marketplace (“the City”), and _____ (“Contractor”), a Vermont corporation located at _____.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Agreement Documents”** means all the documents identified in §4 of this Agreement.
- B. **“Effective Date”** means the date on which this Agreement is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor and **“Parties”** means the City and Contractor.
- D. **“Work”** means the services described in §5 of this Agreement, along with the specifications contained in the Agreement Documents as defined in §4 below.
- E. **“Public Health Emergency”** means public health emergencies, as declared by the City, the State of Vermont, or the Federal Government.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement 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 Agreement.
- C. **Purpose.** The City seeks to employ the Contractor to provide holiday, summer, and winter lighting services within the Church Street Marketplace District.

3. EFFECTIVE DATE, TERM, AND TERMINATION

- A. **Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation to pay Contractor for any

performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.

- B. Term.** This Agreement and the Parties' respective performance shall commence on the Effective Date and expire on _____, 2023 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. AGREEMENT DOCUMENTS

The Agreement Documents are hereby adopted, incorporated by reference, and made part of this Agreement. The intention of the Agreement 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 Agreement Documents:

Attachment A: Request for Proposals dated May 2023
Attachment B: Contractor's Response to Request for Proposals dated _____ 2023
Attachment C: Burlington Standard Conditions
Attachment D: Burlington Livable Wage Ordinance Certification
Attachment E: Burlington Outsourcing Ordinance Certification
Attachment F: Burlington Union Deterrence Ordinance Certification
Attachment G: Contractor's Certificate of Insurance

5. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A (Request for Proposals) and B (Contractor's Bid and Work Plan).

6. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals) [or as follows: _____]

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

- B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the Agreement Documents [or as follows: _____]. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under §6D below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Agreement shall not exceed the maximum limiting

amount of \$ _____. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

- D. Invoice.** Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Kara Alnasrawi
Executive Director
Church Street Marketplace
131 Church St. Suite 209
Burlington, VT 05401
(802) 238-1910
kalnasrawi@burlingtonvt.gov

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

- E. Non-Appropriation.** The obligations of the City under this Agreement 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 Agreement, the Agreement 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 Agreement 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. Agreement. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City.

The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Agreement Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

7. COMPLIANCE WITH LAWS

The Parties, and any subcontractors approved under this Agreement, shall comply with all applicable laws, statutes, ordinances, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof.

8. BINDING EFFECT AND CONTINUITY

This Agreement 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 Agreement during

the resolution of the dispute, until the Agreement is terminated in accordance with its terms.

9. SEVERABILITY

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

10. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents, constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein or pursuant to Attachment C, Section 18.

11. NO THIRD PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement 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 Agreement are incidental to this Agreement, and do not create any rights for such third parties.

12. ASSIGNMENT

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

13. WAIVER

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, 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.

14. FORCE MAJEURE

Neither Party to this Agreement shall be liable to the other for any failure or delay of performance of any obligation under this Agreement 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.

15. PUBLIC HEALTH EMERGENCY

- A. Contractor is advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID–19), may introduce significant uncertainty into the project. Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as they develop project schedules and advance the work.
- B. Enforcement & Stoppage of Work. If Contractor fails to comply with 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 breach of the Agreement pursuant to Section 21 (City’s Option to Terminate). The City shall have sole discretion in determining if Contractor is compliant with the above.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Agreement if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Contractor has adequately corrected its failure to comply with the above. Upon any resumption of Work, the Parties shall negotiate in good faith an equitable adjustment to reflect the reasonable impacts on Contractor resulting from such Work stoppage.

If Contractor’s breach of Agreement has not been cured within fourteen (14) days after commencement of such Work stoppage, then City shall be entitled to terminate this Contract pursuant to Section 22.2 (City’s Option to Terminate, Termination for Cause).

- C. 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.

16. CHOICE OF LAW

Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. 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 Agreement to the extent capable of execution.

17. JURISDICTION

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Vermont.

18. ARM'S LENGTH

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

19. SECTION HEADINGS

The section heading of this Agreement, including its Attachments, are for convenience of reference only and do not modify or restrict the terms of the Agreement.

— Signatures follow on the next page —

20. 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.

Contractor Business Name By: _____ Name Title Date: _____

City of Burlington (Church Street Marketplace) By: _____ Kara Alnasrawi Executive Director, Church Street Marketplace Date: _____
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**EXHIBIT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONTRACTORS**

1. DEFINITIONS:

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

2. REGISTRATION: The Contractor agrees to be registered with the Vermont Secretary of State’s office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.

3. INSURANCE: 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. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. 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. Each policy (with the exception of professional liability and worker’s compensation) shall name the City as an additional insured for the possible liabilities resulting from the Contractor’s actions or omissions. The liability insurance furnished by the Contractor is primary and non-contributory for all the additional insured.

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

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. General Liability And Property Damage: With respect to all operations performed by the Contractor, sub-contractors, agents or workers, it is the Contractor’s responsibility to

ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors'/Consultants' 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: 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 sub-contractors 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

C. Professional Liability Insurance:

1. General: The Consultant/Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

(a) \$3,000,000 - Annual Aggregate

(b) \$2,000,000 - Per Occurrence

2. Deductibles: The Contractor is responsible for any and all deductibles.
3. Coverage: Prior to performing any work, the Contractor shall provide evidence of professional liability insurance coverage defined under this section. In addition, 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.

D. 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.

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

F. Umbrella Liability:

1. \$1,000,000 Each Event Limit
2. \$1,000,000 General Aggregate Limit

4. **CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its sub-contractors, if any.
5. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Contractor’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 Contractor 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 Contractor shall not employ:

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

City.

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

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

7. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
8. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Contractor 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 Contractor is responsible to identify and follow any course of direction provided by the City.
9. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and their sub-Contractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its sub-contractors 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 Contractor 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 Contractor 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 Contractor's work

for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, 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 Contractor, 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 Contractor shall respond to all official comments regardless of their source. The Contractor shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Contractor 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 Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Contractor agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.

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

explain and defend its contractual services covered under the Contract.

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

The Contractor further agrees to participate in meetings with the City and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Contract.

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

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

16. PAYMENT PROCEDURES: The City shall pay, or cause to be paid, to the Contractor or the Contractor's legal representative payments in accordance with the Contract. All payments will be made in reliance upon the accuracy of all representations made by the Contractor, whether in invoices, progress reports, emails, or other proof of work. 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 Contractor and the Contractor 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 Contractor knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Contractor shall immediately give the City written notice thereof. Contractor shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the Contract Documents or that Contractor may proceed without any modification being made to Contract Documents.
- 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 Contractor as soon as practicable of any non-appropriation, and Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.
- 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 Contractor.
- 20. EXTENSION OF TIME:** The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. 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 Contractor and without the fault or negligence of the Contractor.
- 21. PUBLIC HEALTH EMERGENCY:**
- A. Compliance with Mandates and Guidance:** The Contractor is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.
 - B. Creation of Public Health Emergency Plan:** For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City.

The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

- a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
- b. Review and Acceptance of Plan:
 - i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
 - ii. The City shall have sole discretion to require changes to the plan.
 - iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

- C. Enforcement & Stoppage of Work: Contractor fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

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

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

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

- 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 Contractor or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement. 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 Contractor agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Contractor employees. The City reserves the right to audit the records of the Contractor related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Contractor until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

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

- 25. RETURN OF MATERIALS:** Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.
- 26. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 27. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractors under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 29. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 30. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the

Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and 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. Contractor, sub-Contractors, 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: To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the [Head of Department] shall act as referee on all questions arising under the terms of the Contract and that the decision of the [Head of Department] in such cases shall be binding upon both Parties.

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

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

B. Termination for Cause:

- i. **Breach:** Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner

or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 19-21.

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

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- 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 Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- 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 Contractor and any sub-contractor 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 Contractor will not discriminate against any employee or applicant for

employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any sub-contractors, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

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

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

38. INDEMNIFICATION:

A. Indemnification by Contractor: Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and Contractors), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its sub-contractors of any tier.

B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification provision may apply has been filed. Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies.

C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.

D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Contractor or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Contractor or any third party.

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

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

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

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

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

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

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

45. RELATIONSHIP: The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

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

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

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

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

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

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

51. APPENDICES: The City may attach to these conditions appendices containing various forms

and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.

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

53. WAIVER: 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.

EXHIBIT D

ARTICLE VI. LIVABLE WAGES¹

21-80 Findings and purpose.

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

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

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

21-81 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

21-82 Livable wages required.

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

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

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

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

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

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

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

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

21-83 Applicability.

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

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

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

21-84 Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Reasonable attorneys' fees and costs.

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

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

21-85 Other provisions.

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

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

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

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

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

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

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

21-86 Exemptions.

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

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

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

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

21-87 Severability.

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

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

21-88 Annual reporting.

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

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

(Ord. of 10-21-13)

21-89 Effective date.

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

(Ord. of 10-21-13)

EXHIBIT E

ARTICLE VII. OUTSOURCING

21-90 Policy.

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

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

21-91 Definitions.

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

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

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

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

21-92 Implementation.

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

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

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

21-93 Exemption.

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

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

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

21-94 Enforcement.

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

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

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

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

21-95—21-99 Reserved.

EXHIBIT F

ARTICLE VIII. UNION DETERRENCE

21-100 Policy.

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

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

21-101 Definitions.

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

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

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

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

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

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

21-102 Implementation.

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

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

21-103 Enforcement.

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

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

21-104—21-110 Reserved.

CITY OF BURLINGTON

Request for Proposals

City of Burlington, Vermont

Issued: May 15, 2023

Questions Due By: May 22, 2023

Answers Posted By: May 25, 2023

Proposals Due: June 7, 2023

I. PROJECT BACKGROUND

The Church Street Marketplace is seeking proposals for installation of Winter Holiday and Winter Lights on the Church Street Marketplace District (Church Street between Main & Pearl Streets). The Church Street Marketplace intends to enter a three-year contract for services beginning Summer 2023 and expiring after Spring 2026.

II. ATTACHMENTS

- A. Exhibit A: Scope of Work
- B. Exhibit B: City of Burlington Draft Agreement
- C. Exhibit C: City of Burlington Standard Contractor Conditions
- D. Exhibit D: Burlington Livable Wage Ordinance Certification
- E. Exhibit E: Burlington Outsourcing Ordinance Certification
- F. Exhibit F: Burlington Union Deterrence Ordinance Certification

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

I. SCOPE OF WORK

The Selected Contractor will be expected to complete all work as outlined in the Scope of Work, Attachment A to this RFP.

III. RESPONSE FORMAT

Interested Contractors should complete the cost quote forms on pages 3, 4 and 5 of the Scope of Work, Attachment A. The successful bidder must possess all licenses required to operate machinery.

IV. CONTRACTOR SELECTION

Marketplace staff, including the Executive Director and the Foreman, will review the proposals and determine which, if any, contractor will be awarded the contract.

The Church Street Marketplace reserves the right to obtain clarification of any point in a bidder's proposal or to obtain additional information necessary to properly evaluate a proposal. Failure of

a bidder to respond to such a request for additional information or clarification may result in rejection of the bidder's proposal. Bidders who submit qualifying proposals may be asked to for an interview.

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

V. SUBMISSIONS

Questions can be submitted through email to Director Kara Alnasrawi at the e-mail below by May 22, 2023. Responses will be posted on the Church Street Marketplace website, www.churchstmarketplace.com, by May 25, 2023.

To be considered, please submit an electronic copy by 6:00 p.m. EST on June 7, 2023 to:

Kara Alnasrawi
Executive Director
Church Street Marketplace
kalnasrawi@burlingtonvt.gov

Late submissions will not be accepted for consideration.

VI. CONTRACTING

The Contractor, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage in accordance with the Burlington Standard Contractor Conditions (attachment C in this RFP). The certificate of insurance (COI) coverage shall be documented on forms acceptable to the City.

VII. AGREEMENT REQUIREMENTS

The selected contractor will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited those in the Burlington Contractor Conditions (Attachment C) and the attached Draft Agreement (Attachment B).

VIII. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals.

IX. COSTS ASSOCIATED WITH PROPOSAL

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

X. INDEMNIFICATION

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

XI. REJECTION OF PROPOSALS

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

XII. OWNERSHIP OF DOCUMENTS

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

XIII. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XIV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

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

XV. PUBLIC HEALTH EMERGENCIES

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Contractors shall consider public health emergencies as they develop project schedules and advance the work.

While the Contractor is responsible for ensuring that the project or site is stable and in a safe and maintainable condition, the City will have the right to inspect all preparatory, in-progress, and final work to ensure compliance with health and safety standards and may at any time require the Contractor to stop work until it becomes compliant.

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 public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.

III. CONTRACTOR'S COST QUOTE

BUCKET TRUCK INSTALLATIONS FOR WINTER LIGHTS

<i>What and Where</i>	<i>When does this work occur</i>	<i>Which years</i>	<i>What equipment & staff are required</i>	<i>Description of Work. Approximate # of light strands installed.</i>	<i>Write your individual quotes for A) B) C) D) & E) plus total</i>
A) REMOVE OLD AND REPLACE LIGHTS ON ALL TREES on all four blocks of Church Street. See description of all trees and their locations in section IV.	October - November	YEAR 2 And general maintenance other years Yrs 1 + 3	This job requires a BUCKET TRUCK and two workers.	Removing and installing 50' Length warm white LED light strands on all 78 trees along the Marketplace. Approximate # of light strands: 2,250+	Yr 1 \$15,875 Yr 2 \$22,975 Yr 3 \$16,875
B) HELPING CSM SECURE a Blue Spruce Christmas Tree from Private Home in Greater Burlington Area	Tree Friday BEFORE Black Friday	YEARS 1, 2, 3	This job requires chainsaw and two workers who are experienced working with a large rigger.	Assist Marketplace Staff and transportation company on the Friday morning that is one week before "Black Friday." From 8 AM - 12 Noon. Help secure the Marketplace's annual Christmas tree from a private home in the greater Burlington area by October 15th; cut down the tree and grind out the tree stump; help with installation on the Marketplace with CSM and transportation company.	\$ Yr 1 \$3,150 Yr 2 \$3,300 Yr 3 \$3,450
C) INSTALLING LIGHTS ON MARKETPLACE CHRISTMAS TREE	Week before THANKSGIVING	YEARS 1,2,3	This job requires a BUCKET TRUCK and two workers.	Install LED lights on the 40' - 45' Marketplace Christmas Tree. Lights must be completed installation by the Wednesday before Thanksgiving.	Yr 1 \$3,000 Yr 2 \$3,150 Yr 3 \$3,300
D) REMOVING LIGHTS FROM CHRISTMAS TREE AND REMOVING TREE from Church Street by the end of the first week of January	First week of January	YEARS 1, 2, 3	Chain Saw, Crew, Chipper	Remove all lights from Top of the Block Christmas Tree and remove large 40' - 45' Christmas Tree. Requires one full day, two crew members.	Yr 1 \$2,250 Yr 2 \$2,350 Yr 3 \$2,450
E) INSTALLING LIGHT STRANS AND GARLAND ON STEEL CABLES AT INTERSECTIONS of Church St. and Main St., College St., Bank St., and Cherry St.	Two weeks prior to Thanksgiving	Garland YEARS 1, 2, 3 Lights as requested	This job requires a BUCKET TRUCK and two workers	Requires on full day, one crew member 3.5 Days	\$ Yr 1 \$6,160 Yr 2 \$6,440 Yr 3 \$6,720
YOUR TOTAL COST					\$

Yr 1 Total: \$30,435
Yr 2 Total: \$38,215
Yr 3 Total: \$32,795
Grand Total: \$101,445

IV. DESCRIPTION OF CHURCH STREET MARKETPLACE TREES, BY BLOCK PLUS # OF LIGHT STRANDS REQUIRED PER TREE

The locations and descriptions of the trees and lights requirements are estimates and may be subject to modification.

PEARL STREET		PEARL STREET	
WEST SIDE OF CHURCH STREET		EAST SIDE OF CHURCH STREET	
Location of Tree	# of Light Strands per tree	Location of Tree	# of Light Strands per tree
S.W. corner of Church & Pearl.	N/A	SE corner of Church & Pearl Streets	N/A
Between Athleta and Black Diamond	12	In front of Danform Shoes – North side	15
In front of Black Diamond – North side	16	In front of Danform Shoes – South side	14
In front of Black Diamond – South side	12	In front of E.B. Strong	12
In front of Tina's Home Design	16	In front of Crow Bookshop	13
between Tina's Home Design and Underground Closet	24	In front of Halvorson's	20
At Underground Closet	16	At Earthbound Trading	13
At Urban Outfitters	16	At Posh Nails	15
in front of lululemon	12	Between Posh Nails & Wild Lark	15
At CVS	10	In front of Ben & Jerry's	13
Corner of Church & Cherry @ CVS entrance	10	N.E. Corner of Church and Cherry	10
On Cherry St @N.E. corner, Church & Cherry.	50	On CHERRY ST @ Ben & Jerry's ...	50
@Cherry Street entrance to CVS		N.E. corner of Church & Cherry	
TOTALS	194	TOTALS	190

CHERRY STREET WEST SIDE OF CHURCH STREET	CHERRY STREET EAST SIDE OF CHURCH STREET
Location of Tree	Location of Tree
# of Light Strands per tree	# of Light Strands per tree
On S.W. corner of Church & Cherry Streets	Between Dear Lucy and Pokeworks
30	40
Outdoor Gear Exchange – Northern most portion of business	In front of Fjallraven
30	15
Outdoor Gear Exchange – Southern most portion of business	In front of Homeport
50	10
In front of Outdoor Gear Exchange	In front of Banana Republic
10	15
In front of Lovemont802	In front of Helly Hansen
15	10
In front of Hatley	In front of Kiss the Cook
50	50
In front of 61 Church Street	In front of Karlise Jewelers, near N.E. corner of Church & Bank
40	40
In front of Ken's Pizza	
50	
In front of Monelle	
40	
At N.W. Corner of Church & Bank Intersection	
10	
TOTALS	TOTALS
325	180

BANK STREET					BANK STREET
WEST SIDE OF CHURCH STREET					EAST SIDE OF CHURCH STREET
Location of Tree	# of Light Strands per tree				Location of Tree
Bank Street near S.W. corner of Bank and Church Streets	40				Between Body Shop and TD Bank ATM
S.E. corner of Church and Bank Streets near Ecco	10				Between Saratoga Olive Oil & Free People
In front of Ecco	30				In front of Thorn + Roots
In front of Frog Hollow	15				In front of Thorn + Roots
					In front of Thorn + Roots
In front of Ten Thousand Villages	20				In front of Jess Boutique
In front of Garcia's Tobacco	50				In front of Expressions
In front of Sox Market	30				In front of Tradewinds
In front of Optical Center	40				Between Tradewinds and Lipppa's
Between Danforth Pewter and	50				In front of Northfield Savings Bank
At Leunig's, corner of college and Church Streets	40				N.E. Corner of College & Church
TOTALS	325			TOTALS	345

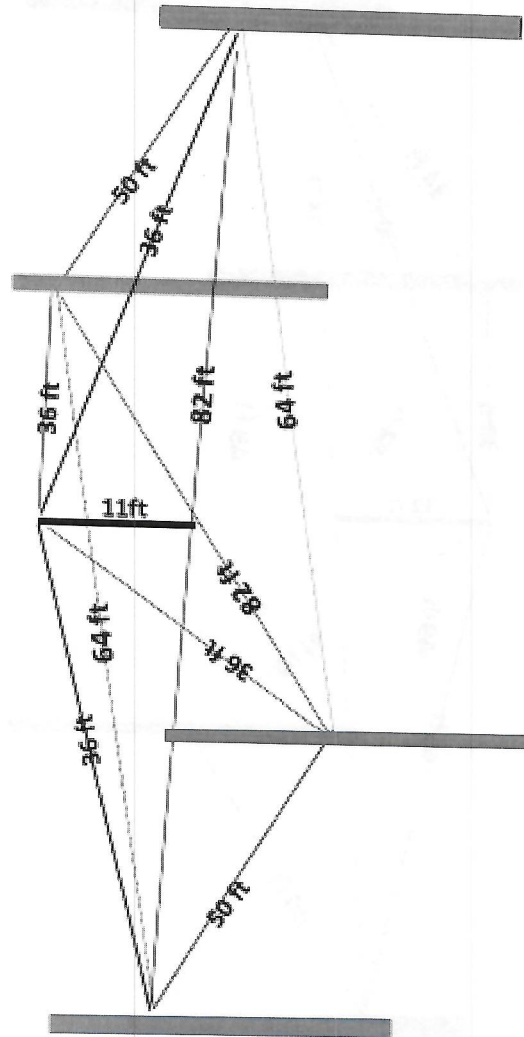
COLLEGE STREET		COLLEGE STREET	
WEST SIDE OF CHURCH STREET		EAST SIDE OF CHURCH STREET	
Location of Tree	# of Light Strands per tree	# of Light Strands per tree	Location of Tree
On College Street in front of MK Clothing at S.W. corner of College & Church	40	15	In front of Pascolo Ristorante – North side
In front of MK Clothing	15	15	In front of Pascolo – South side
Between MK Clothing and RiRa	15	10	In front of Maven, Global Pathways
Between RiRa and Von Barga's	15	30	In front of Ake's Place
In front of entrance to 131 Church	15	20	In front of 136 Church Street
Between Burlington City Arts and Von Barga's Jewelers	15	20	In front of Gaku Ramen
In front of City Hall Flower Bed North	15	20	In front of Full Tank
City Hall Flower Bed North – Tree #1	10	50	In front of Earth Prime Comics, next to Honey Road Restaurant
City Hall Flower Bed North – Tree #2	10		
In front of City Hall South Flower Bed, closest to Church & Main intersection	10		
City Hall Flower Bed South – Tree #1	15		
City Hall Flower Bed South – Tree #2	15		
TOTALS	325	180	TOTALS

VI. INTERSECTIONS WITH STEEL CABLES

INTERSECTIONS WITH STEEL CABLES	TOTAL feet of Light Strands to String	TOTAL # of Light Bulbs to Change Out 28 foot
MAIN STREET INTERSECTION	216	93
COLLEGE STREE INTERSECTION	388	166
BANK STREET INTERSECTION	548	235
CHERRY STREET INTERSECTION	548	235
TOTAL	1,700	729

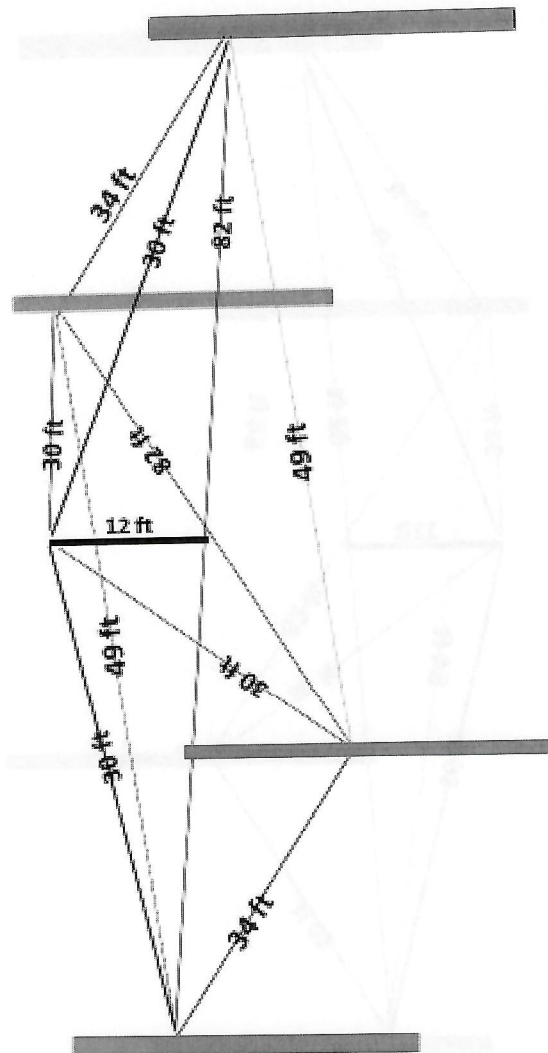
Church & Bank Intersection

36 feet X 4 = 144
 64 feet x 2 = 128
 50 feet x 2 = 100
 82 feet x 2 = 164
 12 feet
 TOTAL FEET: 548



Church & Cherry Intersection

30 feet X 4 = 144
 49 feet x 2 = 128
 34 feet x 2 = 100
 82 feet x 2 = 164
 12 feet
TOTAL FEET: 548



30 feet X 4 = 144
 49 feet x 2 = 128
 34 feet x 2 = 100
 82 feet x 2 = 164
 12 feet
TOTAL FEET: 548

VII. INSTALLATION OF LIGHTS IN LARGE TREES

Set up begins in mid-October and must be completed on the Monday before Black Friday (Black Friday is the Friday immediately following Thanksgiving Day and official kick-off of the Holiday season.) FOR LARGE TREES, person in bucket passes new light strand to person in tree. Person in tree PLUGS strand into electrical outlet. Person in bucket drops strand over canopy, letting the extra dangle at the tree canopy. Then, person in bucket grabs extra length and brings strand back towards the middle on the outside of the tree canopy. We call this process the "Fireworks" look.

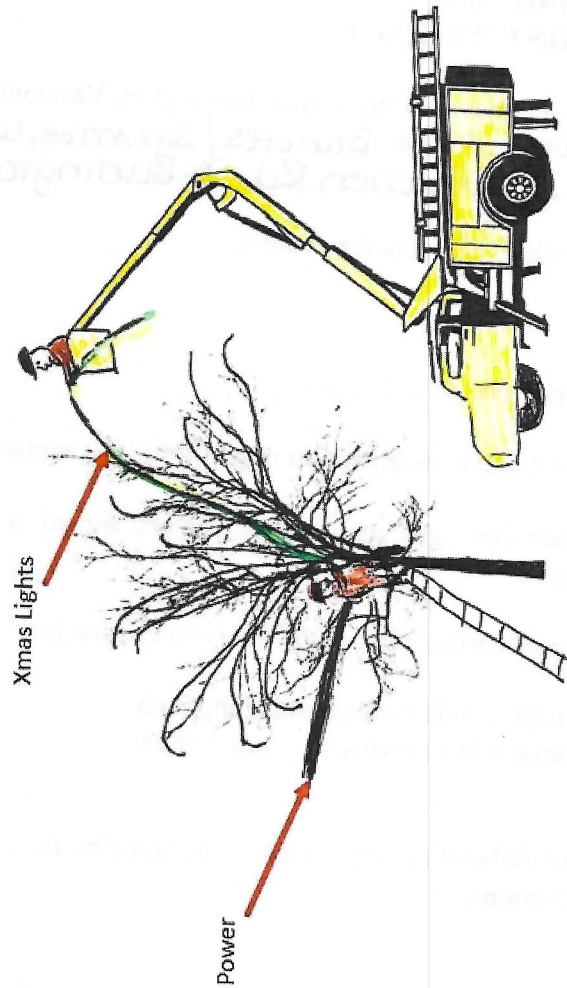


EXHIBIT B

CITY OF BURLINGTON DRAFT CONSTRUCTION CONTRACT

This Agreement ("Agreement") is entered into by and between the City of Burlington, Vermont by and through the Church Street Marketplace ("the City"), and Barrett's / Savatree, LLC ("Contractor"), a Vermont corporation located at 376 Patchen Rd. So. Burlington

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement Documents"** means all the documents identified in §4 of this Agreement.
- B. **"Effective Date"** means the date on which this Agreement is approved and signed by the City, as shown on the signature page.
- C. **"Party"** means the City or Contractor and **"Parties"** means the City and Contractor.
- D. **"Work"** means the services described in §5 of this Agreement, along with the specifications contained in the Agreement Documents as defined in §4 below.
- E. **"Public Health Emergency"** means public health emergencies, as declared by the City, the State of Vermont, or the Federal Government.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement 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 Agreement.
- C. **Purpose.** The City seeks to employ the Contractor to provide holiday, summer, and winter lighting services within the Church Street Marketplace District.

3. EFFECTIVE DATE, TERM, AND TERMINATION

- A. **Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation to pay Contractor for any

performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.

- B. Term.** This Agreement and the Parties' respective performance shall commence on the Effective Date and expire on [REDACTED], 2023 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. AGREEMENT DOCUMENTS

The Agreement Documents are hereby adopted, incorporated by reference, and made part of this Agreement. The intention of the Agreement 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 Agreement Documents:

- Attachment A: Request for Proposals dated May 2023
- Attachment B: Contractor's Response to Request for Proposals dated 6/5 2023
- Attachment C: Burlington Standard Conditions
- Attachment D: Burlington Livable Wage Ordinance Certification
- Attachment E: Burlington Outsourcing Ordinance Certification
- Attachment F: Burlington Union Deterrence Ordinance Certification
- Attachment G: Contractor's Certificate of Insurance

5. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A (Request for Proposals) and B (Contractor's Bid and Work Plan).

6. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals) [or as follows: _____]

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

- B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the Agreement Documents [or as follows: _____]. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under §6D below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Agreement shall not exceed the maximum limiting

amount of \$ _____. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

- D. Invoice.** Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Kara Alnasrawi
Executive Director
Church Street Marketplace
131 Church St. Suite 209
Burlington, VT 05401
(802) 238-1910
kalnasrawi@burlingtonvt.gov

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

- E. Non-Appropriation.** The obligations of the City under this Agreement 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 Agreement, the Agreement 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 Agreement 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. Agreement. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City.

The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Agreement Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

7. COMPLIANCE WITH LAWS

The Parties, and any subcontractors approved under this Agreement, shall comply with all applicable laws, statutes, ordinances, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof.

8. BINDING EFFECT AND CONTINUITY

This Agreement 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 Agreement during

the resolution of the dispute, until the Agreement is terminated in accordance with its terms.

9. SEVERABILITY

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

10. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents, constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein or pursuant to Attachment C, Section 18.

11. NO THIRD PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement 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 Agreement are incidental to this Agreement, and do not create any rights for such third parties.

12. ASSIGNMENT

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

13. WAIVER

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, 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.

14. FORCE MAJEURE

Neither Party to this Agreement shall be liable to the other for any failure or delay of performance of any obligation under this Agreement 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.

15. PUBLIC HEALTH EMERGENCY

A. Contractor is advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project. Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as they develop project schedules and advance the work.

B. Enforcement & Stoppage of Work. If Contractor fails to comply with 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 breach of the Agreement pursuant to Section 21 (City's Option to Terminate). The City shall have sole discretion in determining if Contractor is compliant with the above.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Agreement if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Contractor has adequately corrected its failure to comply with the above. Upon any resumption of Work, the Parties shall negotiate in good faith an equitable adjustment to reflect the reasonable impacts on Contractor resulting from such Work stoppage.

If Contractor's breach of Agreement has not been cured within fourteen (14) days after commencement of such Work stoppage, then City shall be entitled to terminate this Contract pursuant to Section 22.2 (City's Option to Terminate, Termination for Cause).

C. 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.

16. CHOICE OF LAW

Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. 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 Agreement to the extent capable of execution.

17. JURISDICTION

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Vermont.

18. ARM'S LENGTH

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

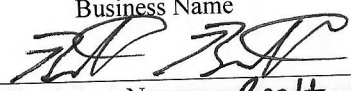
19. SECTION HEADINGS

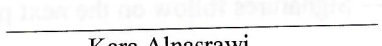
The section heading of this Agreement, including its Attachments, are for convenience of reference only and do not modify or restrict the terms of the Agreement.

— Signatures follow on the next page —

20. 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.

Contractor	
Business Name	
By:	
	Name <u>Brett Barrett</u>
	Title <u>Branch Manager</u>
Date:	<u>6-5-2023</u>

City of Burlington	
(Church Street Marketplace)	
By:	
	Kara Alnasrawi
	Executive Director, Church Street Marketplace
Date:	_____

**EXHIBIT C:
BURLINGTON STANDARD CONTRACT CONDITIONS
FOR CONTRACTORS**

1. DEFINITIONS:

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

2. REGISTRATION: The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this Contract is effective. This registration must be complete prior to Contract execution.

3. INSURANCE: 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. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. 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. Each policy (with the exception of professional liability and worker's compensation) shall name the City as an additional insured for the possible liabilities resulting from the Contractor's actions or omissions. The liability insurance furnished by the Contractor is primary and non-contributory for all the additional insured.

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

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. General Liability And Property Damage:** With respect to all operations performed by the Contractor, sub-contractors, agents or workers, it is the Contractor's responsibility to

ensure that general liability insurance coverage, on an occurrence form, provides all major divisions of coverage including, but not limited to:

1. Premises Operations
2. Independent Contractors'/Consultants' 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: 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 sub-contractors 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

C. Professional Liability Insurance:

1. General: The Consultant/Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:

(a) \$3,000,000 - Annual Aggregate

(b) \$2,000,000 - Per Occurrence

2. Deductibles: The Contractor is responsible for any and all deductibles.
3. Coverage: Prior to performing any work, the Contractor shall provide evidence of professional liability insurance coverage defined under this section. In addition, 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.

D. 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.

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

F. Umbrella Liability:

1. \$1,000,000 Each Event Limit

2. \$1,000,000 General Aggregate Limit

4. CONFLICT OF INTEREST: The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its sub-contractors, if any.

5. PLANS, RECORDS, AND AVAILABLE DATA: The City agrees to make available, at no charge, for the Contractor'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 Contractor 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 Contractor shall not employ:

1. Any City employees who are directly involved with the awarding, administration, monitoring, or performance of the Contract or any project(s) that are the subjects of the Contract.

2. Any person so involved within one (1) year of termination of employment with the

City.

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

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

7. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
8. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Contractor 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 Contractor is responsible to identify and follow any course of direction provided by the City.
9. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and their sub-Contractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its sub-contractors 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 Contractor 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 Contractor 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 Contractor's work

for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, 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 Contractor, 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 Contractor shall respond to all official comments regardless of their source. The Contractor shall supply the City with written copies of all correspondence relating to formal and informal reviews.

No acceptance shall relieve a Contractor 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 Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Contractor agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.

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

explain and defend its contractual services covered under the Contract.

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

The Contractor further agrees to participate in meetings with the City and any other interested or affected participant, for the purpose of review or resolution of any conflicts pertaining to the Contract.

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

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

16. PAYMENT PROCEDURES: The City shall pay, or cause to be paid, to the Contractor or the Contractor's legal representative payments in accordance with the Contract. All payments will be made in reliance upon the accuracy of all representations made by the Contractor, whether in invoices, progress reports, emails, or other proof of work. 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 Contractor and the Contractor 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 Contractor knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Contractor shall immediately give the City written notice thereof. Contractor shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the Contract Documents or that Contractor may proceed without any modification being made to Contract Documents.
- 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 Contractor as soon as practicable of any non-appropriation, and Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.
- 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 Contractor.
- 20. EXTENSION OF TIME:** The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. 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 Contractor and without the fault or negligence of the Contractor.
- 21. PUBLIC HEALTH EMERGENCY:**
- A. Compliance with Mandates and Guidance: The Contractor is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.
 - B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City.

The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

- a. Public Health Emergency Plan: The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
- b. Review and Acceptance of Plan:
 - i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
 - ii. The City shall have sole discretion to require changes to the plan.
 - iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

- C. Enforcement & Stoppage of Work: Contractor fails to comply with either 1) the approved public health emergency plan, or 2) any local, state, federal orders, directives, regulations, guidance, or advisories during a public health emergency, the City may stop Work under the Contract until such failure is corrected. Such failure to comply shall constitute a breach of the Contract.

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

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

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

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 Contractor or changes in the scope of work.

The value of such changes, to the extent not reflected in other payments to the Contractor, shall be incorporated in an amendment and be determined by mutual agreement. 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 Contractor agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Contractor employees. The City reserves the right to audit the records of the Contractor related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Contractor until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

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

- 25. RETURN OF MATERIALS:** Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of City.
- 26. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or their sureties from any obligations under the Contract Documents or any performance or payment bond.
- 27. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed during execution of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 28. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractors under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 29. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 30. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the

Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and 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. Contractor, sub-Contractors, 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: To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the [Head of Department] shall act as referee on all questions arising under the terms of the Contract and that the decision of the [Head of Department] in such cases shall be binding upon both Parties.

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

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

B. Termination for Cause:

i. **Breach:** Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner

or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 19-21.

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

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- 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 Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- 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 Contractor and any sub-contractor 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 Contractor will not discriminate against any employee or applicant for

employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any sub-contractors, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

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

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

38. INDEMNIFICATION:

A. Indemnification by Contractor: Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and Contractors), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its sub-contractors of any tier.

B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification provision may apply has been filed. Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies.

C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.

D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Contractor or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Contractor or any third party.

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

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

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

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

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

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

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

45. RELATIONSHIP: The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

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

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

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

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

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

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

51. APPENDICES: The City may attach to these conditions appendices containing various forms

and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.

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

53. WAIVER: 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.

EXHIBIT D

ARTICLE VI. LIVABLE WAGES¹

21-80 Findings and purpose.

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

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

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

21-81 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

21-82 Livable wages required.

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

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

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

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

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

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

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

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

21-83 Applicability.

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

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

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

21-84 Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Reasonable attorneys' fees and costs.

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

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

21-85 Other provisions.

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

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

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

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

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

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

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

21-86 Exemptions.

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

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

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

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

21-87 Severability.

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

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

21-88 Annual reporting.

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

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

(Ord. of 10-21-13)

21-89 Effective date.

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

(Ord. of 10-21-13)

EXHIBIT E

ARTICLE VII. OUTSOURCING

21-90 Policy.

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

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

21-91 Definitions.

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

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

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

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

21-92 Implementation.

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

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

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

21-93 Exemption.

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

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

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

21-94 Enforcement.

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

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

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

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

21-95—21-99 Reserved.

EXHIBIT F

ARTICLE VIII. UNION DETERRENCE

21-100 Policy.

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

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

21-101 Definitions.

- (a) *Contractor or vendor.* A person or entity that has a contract with the City of Burlington primarily for the furnishing of services (as opposed to the purchasing of goods), including any subcontractors of such contractor or vendor.
- (b) *Government funded project.* Any contract for services which involves any City funds and the total amount of the contract is fifteen thousand dollars (\$15,000.00) or more. Burlington School Department contracts shall not be considered government funded projects under this article.
- (c) *Union deterrence services.* Services provided by a contractor, subcontractor or vendor that are not restricted to advice concerning what activities by an employer are prohibited and permitted by applicable laws and regulations, but extend beyond such legal advice to encouraging an employer to do any of the following:
- 1) Hold captive audience, (i.e., mandatory) meetings with employees encouraging employees to vote against the union;
 - 2) Have supervisors force workers to meet individually with them to discuss the union;
 - 3) Imply to employees, whether through written or oral communication, that their employer may have to shut down or lay people off if the union wins the election;
 - 4) Discipline or fire workers for union activity;
 - 5) Train managers on how to dissuade employees from supporting the union.
- (d) *Substantial portion of income.* For the purposes of this article, substantial portion of income shall mean greater than ten (10) percent of annual gross revenues or one hundred thousand dollars (\$100,000.00), whichever is less.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Madeline Suender, Associate Public Works Engineer
Laura Wheelock, PE, Senior Public Works Engineer

DATE: August 7, 2023 (BOF) / August 14, 2023 (CC)

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, P.E. Assistant Director of Public Works/City Engineer

RE: Final Change Order - CY22 Sidewalk Reconstruction Program

Request

Due to efforts to maximize sidewalk production, the Department of Public Works (DPW) seeks after-the-fact approval and authorization from the Board of Finance and City Council to amend a contract with S.D. Ireland Brothers Corporation (SDI) for the Calendar Year 2022 Sidewalk Reconstruction Program for an additional \$10,031.34 bringing the revised contract amount to \$1,110,031.34.

Background

In 2016, the City of Burlington proposed the Sustainable Infrastructure Plan (SIP) – overwhelmingly approved by voters – which sought to rebuild core assets, including neighborhood infrastructure. The original SIP bond funding for sidewalk work concluded with FY21 but was enhanced by voters to continue this level of funding through FY25.

To facilitate the Administration's request to try to maintain current average annual sidewalk replacement for CY22, DPW received BOF/CC approval in April 2022 to move forward with a contract with SDI. With increased costs, up ~%10 from the previous year, this was not on track to meet the 3 mile annual goal. To enhance the contract and get closer to our mileage goal while addressing safety concerns, DPW added funding half way through the contracted work to add an additional two sections of sidewalk, Janet Circle and South Prospect Street, through a change order. Once the contract began coming to a close this summer and all original and added work was finishing up, staff added an additional section in order to use up the allotted 10% of approved contingency (\$90,000). The section of sidewalk identified for these funds was ~180' on St Mary Street from Oak Street to Luck Street (Figure 1).

St Mary Street was identified as a high priority in the City's Sidewalk Inventory due to its condition combined with its activity (pedestrian generator proximity) and equity score. Due to the timing of the CY22 contract nearing its close (June 20, 2023) and the work finishing up on the last approved street, staff was not able to bring this added street request to BOF/CC prior to work being done.

An Equal Opportunity Employer

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As staff, it is our goal to complete as much work as humanly possible while still remaining within the limits our contract authorizations.

As we were approaching the financial limits of our authorizations while installing two sidewalk ramps, we had identified two catch basins underneath these ramps that needed repair to properly complete the work. In completing the final invoices, this final scope of work pushed us over our council authorizations by \$10,031.34 over our current contract authorization of \$1,100,000.00.

Figure 1: St Mary Street Sidewalk Condition



We want to take this moment to acknowledge the importance of staying within maximum contract authorization limits; however, it is challenging to complete as much work as possible using the fully authorization when we cannot predict fully all costs to close up a scope of work that is underground in an unknown condition.

In total, SDI is completed 7,147 linear feet (~ 1.3 miles) which is 1,367 linear feet more than the original ~5780 linear feet (~1.1 miles) of sidewalk replacement throughout our sidewalk network. Table 1 lists the sidewalk segments reconstructed as part of this contract.

Table 1 - CY22 Contracted Sidewalk List

Street Name	Limits of Work	Total LF of Sidewalk
Spruce St	Willard - Union: North Side, South Side Partial	1425
North Ave	Simms – Northgate	1441
Ledgemere/Margaret	All, North Side partial	1116
Marshall Dr	Gosse - Heineberg, both sides	1300
Prospect Hill	All	690
Janet Circle	All	867
South Prospect St	357 S Prospect Street: west side	128
St Mary Street	Oak Street – Ledge: east side	180

Funding for Project

The funding to cover the overage on this contract is proposed to come from Street Capital and will be expended under our annual sidewalk contract (see Attachment 1).

This proposed budget amendment (see attached) will be used to amend a contract with SDI to the final amount of \$1,110,031.34.

An Equal Opportunity Employer

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This results from the funding for this contract coming from the following sources:

- \$900,000 FY23 Capital Bond
- \$210,031.34 FY23 Street Capital

Thank you for your consideration of these requests. If you have any questions, please feel free to contact Madeline Suender (msuender@burlingtonvt.gov, 802-735-5324), or Laura Wheelock (Lwheelock@burlingtonvt.gov, 802-338-2125).

Motions

Actions for Board of Finance:

1. To approve and recommend that the City Council authorize the Chief Administrative Officer, or her designee, to affect all necessary budget amendments and transfers of funds, as described in the attached project budget, to a total of \$1,110,031.34 for the projected construction costs to complete the CY22 Sidewalk Reconstruction Program.
2. To approve and recommend that the City Council retroactively authorize the Director of Public Works to execute a balancing change order for the construction contract for the CY22 Sidewalk Reconstruction Project with SD Ireland Brothers Corporation for a final amount of \$1,110,031.34, subject to the final review and approval by the Office of the City Attorney.

Actions for City Council:

1. To authorize the Chief Administrative Officer, or her designee, to affect all necessary budget amendments and transfers of funds, as described in the attached project budget, to a total of \$1,110,031.34 for the projected construction costs to complete the CY22 Sidewalk Reconstruction Program.
2. To retroactively authorize the Director of Public Works to execute the a balancing change order for the construction contract for the CY22 Sidewalk Reconstruction Project with SD Ireland Brothers Corporation for a final amount of \$1,110,031.34, subject to the final review and approval by the Office of the City Attorney.

Attachments

1. Proposed Budget Amendment

Department: DPW **Requested by:** Madeline Suender/Laura Wheelock **Date:** DRAFT

To reallocate sidewalk funding from New World project **842 Sidewalk Reconstruction, ROW Sidewalk** to **842 Sidewalk Reconstruction, Annual Sidewalk Contract, CY22**

 Mayor Date (25K - 50K)

[illegible]

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Madeline Suender/Laura Wheelock

Title/Subject: Final Change Order - CY22 Sidewalk Reconstruction Program

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	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	8/1/2023	Chapin Spencer/ Norm Baldwin
Mayor's Office informed and approved memo	Yes	8/1/2023	Jordan Redell
Board/Commission, if required	Yes	8/7/2023	Board of Finance
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	8/1/23	Approved by Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/1/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



City of Burlington
Department of Public Works

Technical Services Engineering Division
645 Pine Street, Suite A
Burlington, VT 05402
P 802-863-9094 / F 802-863-0466 / TTY 802-863-0450
www.burlingtonvt.gov/DPW

Memo

Date: August 7, 2023

To: Board of Finance

From: Dora Bean, Associate Public Works Engineer
Phillip Peterson P.E., Public Works Engineer

CC: Chapin Spencer, Director of Public Works
Norman Baldwin P.E., City Engineer
Laura Wheelock P.E., Senior Public Works Engineer
Corey Mims P.E., Senior Public Works Engineer

Subject: Calendar Year 2023 Crack-Sealing Program – Authorization to Award Construction Contract

EXECUTIVE SUMMARY

The Department of Public Works (DPW) seeks approval and authorization from the Board of Finance to execute a contract with NICOM Coatings, LLC., for Calendar Year 2023 Crack-Sealing for a resulting contract of up to \$79,260.00 with an additional \$13,894.80 (~15%) in contingency, totaling \$93,154.80.

Background

In 2016, the City of Burlington proposed the Sustainable Infrastructure Plan (SIP) – overwhelmingly approved by voters – which sought to rebuild core assets, including neighborhood infrastructure and the Burlington Greenway. One key strategy of the SIP is a focus on preventative maintenance activities which extend the life of City assets and reduce overall taxpayer costs. Sealing cracks on City streets is a demonstrated best practice which prevents water intrusion and protects pavement systems in our public rights-of-way.

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DPW Staff recently requested competitive bids for the Calendar Year 2023 (CY'23) Crack-Sealing Program. This work will include Crack-Sealing approximately 25,745 linear feet (~4.8 miles) of pavement.

Funding for Project

The funding for this project comes from the approved FY24 Street Capital Budget. A total of \$93,154.80 is available for this work; with \$60,000 being budgeted in FY24 funds and \$33,154.80 of unused crack sealing contract funds from previous years.

Contractor Bid/Selection

The Invitation to Bid was posted on the City's website. Two bids was received in response to our Invitation to Bid this year, from *NICOM Coatings, LLC* and *Sealcoating Inc.,d/b/a Indus*. The bid value is shown in Table 1. The bid tabulation has been included as an attachment to this memo.

Table 1 – Bid Results

Contractor	Total Bid
NICOM Coatings, LLC.	\$79,260.00
Sealcoating Inc.,d/b/a Indus	\$83,954.00

After analysis of the bid results, it was determined the submitted bid quantities and unit prices by NICOM Coatings, LLC., are fair and reasonable in consideration of the urban setting for this work, the work being spread out throughout the City, and the milestone deadlines for completion of the work.

The total contract to be awarded to NICOM Coatings, LLC is \$79,260.00. Based on the funds available for construction in the Capital Budget, this leaves \$13,894.80 available in contingency funds (~15% of the base contract). To stay within the authorized budget, the total contract value plus contingency is anticipated to be \$93,154.80.

The project has an anticipated start date of August 28th, 2023, and a completion date of October 14th, 2023.

Questions

Thank you for your consideration of these requests. If you have any questions, please feel free to contact Phillip Peterson (ppeterson@burlingtonvt.gov or (802)598-8356) and Dora Bean (dbean@burlingtonvt.gov or 802-829-6046).

An Equal Opportunity Employer

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

MOTIONS

Board of Finance:

1. To approve and authorize the Director of Public Works to execute a contract with NICOM Coatings, LLC, for Calendar Year 2023 Crack-Sealing for a resulting contract of up to \$79,260.00 with an additional \$13,894.80 (~15%) in contingency, totaling \$93,154.80; provided this authorization is contingent on the contract and any amendment thereto having the prior approval of the City Attorney and Chief Administrative Officer.
-

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Board of Finance and City Council Submission ChecklistDepartment: Public Works Submitter: Dora BeanTitle/Subject: CY'23 Crack-Sealing Program

	Approval:	Meeting Date:
☐	Board of Finance	8/7/2023
☐	City Council	Click or tap to enter a date.
☐	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	No	8/1/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	No	8/3/2023	Click or tap here to enter text.
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	No	8/1/2023	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	No	8/1/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	No	8/3/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine St. Suite A
Burlington, VT 05401
802.865.7200 VOX
802.863.0466 FAX
802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

Date: August 7, 2023 / August 14, 2023
To: Board of Finance / City Council
From: Chapin Spencer, Director Public Works
Lee Perry, Division Director – Maintenance Division
Ashley Parker, Capital Program Director
Subject: FY24 Recycling Truck Purchase Cost Increase

REQUEST:

The Department of Public Works (DPW) requests Board of Finance approval to increase the purchase price for the FY24 Recycling truck from \$265,000, to \$309,145.00.

SUMMARY:

On June 12, 2023, the Fleet Committee came to the Board of Finance, seeking approval and recommendation that the City Council approve the proposed FY24 Fleet Purchasing List, and authorize the purchase of the vehicles listed therein for a total authorized expenditure in the amount of \$517,000.00. The list was subsequently approved by both Board of Finance and City Council. The list included a replacement recycling truck as our current vehicle is at end of life and unreliable.

Upon receiving quotes from vendors, there has been a significant increase in the cost of vehicles than what the Department of Public Works Fleet Manager had accounted for when creating the FY24 replacement list, specifically the recycling truck. Originally budgeted at a replacement cost of \$265,000.00, (a 3% increase over FY23 quote), the responsive vendor quote we received is \$299,145.00, an increase of \$34,145.00. The Department of Public Works would also like to request an additional \$10,000.00 for possible surcharges. This would be a total increase of \$44,145.00. For reference, the recycling truck that was ordered in FY22, and we just recently received, had \$5,000.00 in unexpected surcharges due to the increase in the costs of materials to build the truck. The amount of time (1-2 years) it takes to complete the build and the price of materials increasing over this time, vendors are passing on these cost increases to the purchaser.

The Fleet Manager received two (2) quotes total, in response to the RFP that was posted on June 5, 2023. **See Attachment A.** Vendors had four weeks to respond with a complete bid. **See Attachment B.** Quotes were received from Allegiance Trucks, and R.R Charlebois Inc. R.R. Charlebois' bid was incomplete as it did not include the cab conversion that was specified in the RFP. This conversion allows for our drivers to operate the truck from the right side to collect the curbside recycling. They do not have a cab conversion as of yet that fits their new chassis design.

Vendor	Quote
Allegiance Trucks (Complete Bid)	\$299,145.00
RR Charlebois Inc. (Incomplete Bid)	\$278,950.00

The recycling truck lease payments are included in the annual Recycling Program budget – which is funded through the Solid Waste Generation Tax. The FY'24 budget conservatively included an increase in lease payments for this replacement truck, but given the long lead time for commercial vehicles we do not expect to receive the vehicle until FY'25. We project needing an additional \$6,700 for the FY'25 Master Lease over what was budgeted in FY'24 for lease payments.

SUGGESTED MOTION:

Board of Finance

To approve and recommend the City Council authorize the Department of Public Works to spend an additional \$44,145.00, for a total of \$309,145.00, for the FY24 Recycling truck purchase; and to further authorize the Director of the Department of Public Works to execute a purchase agreement and other associated documents necessary to effect such purchase with Allegiance Trucks for a total purchase price not to exceed \$309,145.00 subject to the review of the City Attorney's Office.

City Council

To approve and authorize the Department of Public Works to spend an additional \$44,145.00, for a total of \$309,145.00, for the FY24 Recycling truck purchase; and, to further authorize the Director of the Department of Public Works to execute a purchase agreement, and other associated documents necessary to effect such purchase, with Allegiance Trucks for a total purchase price not to exceed \$309,145.00, subject to the review of the City Attorney's Office.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

645 Pine St. Suite A
Burlington, VT 05401
802.864.0166 VOX
802.863-0466 FAX
802.863.0450 TTY

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

Dave Hammond
FLEET MANAGER

The City of Burlington, Department of Public Works respectfully requests a quote for a new Heavy-Duty Truck that will pick up curbside recycling. This quote is to include the body and hydraulic system as well as the cab and chassis. The Labrie Expert is the body of choice. CEJJ in Schodack Landing, NY (518) 732-7733 is the area dealer, John Pfiefer is the contact. Try to meet the following specifications as close as possible. Explain any exceptions to the specifications and identify any proposed alternatives. Please include delivery time. Quotes can be emailed to Dhammond@burlingtonvt.gov or mailed to Attention: Dave Hammond, Burlington Public Works 645 Pine Street, Burlington. VT 05401. All quotes must be received by 6/30/2023. All Quotes must be valid for a minimum of 180 days. The City of Burlington, VT has the right to accept or refuse any and all quotes and award to the vendor that best suits the needs of the City. Any question please contact Dave Hammond at 802-865-7243 or DHammond@burlingtonvt.gov

- Engine, Cummins L9 Diesel, 350 hp.(1150 LB-FT) torque minimum, must meet current Emission standards
- Jacob engine brake with selector switch.
- Transmission, Allison 3000 RDS series, push button controls, with PTO provisions for For refuse operations. Auto neutral, synthetic fluid.
- Bumper, front steel
- Axle, front, set back, Wide Track, I-Beam Type, 18,000-lb Capacity.
- Suspension, front, SPRING Parabolic, Taper Leaf; 18,000-lb Capacity; Shock absorbers.
- Wheels, front, disc; 9X22.5" painted steel, 10 stud hub piloted, flange nut, heavy duty.
- Tires, front, 315/80R22.5, load range L
- Brake system, air dual system for straight truck application.
- Brakes, front, air s-cam, outboard hubs and drums; with S-Cam; 16.5" x 6.0"; Includes 24 sq. In. MGM Long Stroke Brake chambers, and automatic slack adjusters.
- Brakes, rear, AIR CAM 16.5" x 7.0" cast iron shoes; Includes MGM TR3030 Long Stroke Brake Chamber and Heavy Duty Spring Actuated Parking Brake automatic slack adjusters.
- Air brake ABS as required by DOT.
- Air dryer must be extended purge, dual canister heated with air purge tank. Spin on desiccant filters (Haldex).

- Air compressor, dual piston design min 16.5cfm if International and 18.7 cfm if Freightliner.
- Steering column tilting and telescoping
- Power steering gear.
- Throttle, hand control electronic
- Radiator, largest available.
- Radiator and Heater hoses, all molded silicone.
- Fan drive, viscous
- Transmission oil cooler
- Fuel tank, aluminum See included spec sheet for size.
- Axle, rear, single, single reduction, 26,000lb capacity; driver controlled locking differential and filled with SYNTHETIC LUBRICANT.
- Suspension, rear, spring type vari-rate, 31,000lb 3 torque rod.
- Wheels, rear dual disk, 22.5" painted steel, 10-stud hub piloted, flanged nut. Heavy duty.
- Tires, rear, 12R22.5 load range H, 16 ply, with a spare tire and rim.
- Electrical system, 12 volt
- Body Builder wiring, auxiliary switches
- Remote power module with 6 inputs and 6 outputs
- Cigar or power accessory outlet.
- Horn; air (2) Grover (preferred) with snow shields, and electric on steering wheel.
- Alternator, 12 volt, 145 amp
- Battery system, 3 maintenance free 12 volt 1950CCA total.
- Radio, am/fm stereo WITH Bluetooth
- Radio, 2-way, Motorola 5 channel programmed to city channels. Location to be Determined by DPW staff.
- Windshield wipers, intermittent for electric wipers.
- Indicator, low oil pressure/ high coolant temperature, light and audible; electronic controlled.
- Gauges, fuel, air, oil pressure, transmission temp, hour meter, speedometer, and tachometer.
- Headlights, halogen.
- Circuit breakers, replace fuses.
- Backup alarm.
- Front end, fiberglass tilting hood
- Paint, premium class, WHITE in color.
- Glass, all windows tinted.
- Mirrors, power (2) styled, stainless steel, 16" x 7" heated with integral convex mirrors, and convex mirrors on both sides of hood.
- Cab, conventional with stainless steel grab handles.
- Cab rear suspension, air bag type
- Cab interior, heavy duty vinyl flooring,
- Air conditioning, heat and defrost functions.
- 3 spare keys
- Seat drivers, cloth, and highest quality seat available with arm rest. (no air seat)

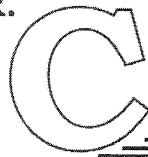
- Warranties, extended 5-6 year warranties on engine, transmission and emissions.
- Manuals: Complete set of manuals in electronic (preferred) and hard copy form.
- Vermont Municipal registration, title, lien and all document fees and valid inspection.
- *** Please see included Labrie chassis requirement sheet for reference***

LABRIE SIDE LOADER BODY

- Labrie Expert
- 24 cubic yard body capacity
- Right Hand Drive Conversion. MUST have right hand side flipper valve on service side of Air brake system to apply all four wheels., (Bendix TW-2)
- Cart tipper on both sides (semi-automated)
- Rear Camera
- Drivers side Camera to monitor the driver's side of vehicle.
- Dual work lights, LED
- All lighting on the body to be L.E.D.
- Amber Strobe mounted on the cab roof, and 4, 6" round L.E.D. flashing lights mounted on the rear door of the body.
- Single compartment.
- Remote grease manifold for body

ATTACHMENT B: QUOTES

R.R.



HARLEBOIS INC.

June 30, 2023

City of Burlington
Department of Public Works
645 Pine St. Suite A
Burlington, VT 05401

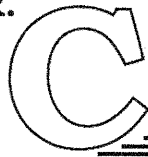
We are proud to offer you our new 2025 Freightliner M2 106+ with Labrie equipment from CEJJ. Price is \$278,950.00. This price does not include the Right-Hand Conversion. Pricing to follow. Noted on the exception page with an explanation.

Estimated delivery date would be 4th Quarter 2024.

Thank you for the opportunity to bid this unit.

Sandy Ladd
Sales Department
R.R. Charlebois Inc.
950 Route 7 South
Milton, VT 05468
802-734-7211 cell
sandy@rrcharleboisinc.com

R.R.



CHARLEBOIS INC.

June 30, 2023

City of Burlington
Department of Public Works
645 Pine St. Suite A
Burlington, VT 05401

Bid Exceptions: Recycle Truck

Battery System-

Two batteries rated at 2000CCA in lieu of Three batteries rated at 1950CCA

Labrie Side Loader Body:

Right Hand Conversion - Pricing is **not available** at this time for the Freightliner M2 106+ right hand conversion. It is currently at Engineering and they are expected to be finished soon. This is a new interior dash and they need to engineer the right-hand drive components for this update.

As soon as pricing is released the City of Burlington will be contacted with that additional cost.

Prepared for:
DAVE HAMMOND
BURLINGTON CITY OF
PO BOX 849
BURLINGTON, VT 05402-0849
Phone: 802-863-9094

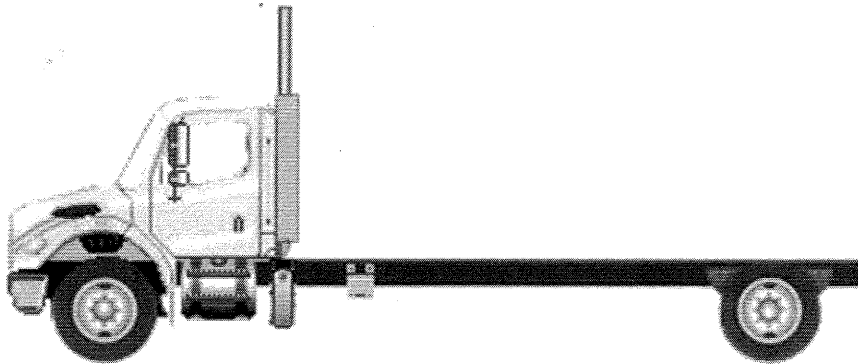
Prepared by:
Sandy Ladd
R.R. CHARLEBOIS, INC.
950 ROUTE 7 SOUTH
MILTON, VT 05468
Phone: 802-655-5040

A proposal for
BURLINGTON CITY OF

Prepared by
R.R. CHARLEBOIS, INC.
Sandy Ladd

Jun 28, 2023

Freightliner M2 106 Plus



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.8.106
Data Version PRL-27M.046
CITY OF BURLINGTON M2 106+ 4X2
RECYCLE 2025



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Freightliner reserves the right to change specifications, prices, and weights, without notice.

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 DAVE HAMMOND
 BURLINGTON CITY OF
 PO BOX 849
 BURLINGTON, VT 05402-0849
 Phone: 802-863-9094

Prepared by:
 Sandy Ladd
 R.R. CHARLEBOIS, INC.
 950 ROUTE 7 SOUTH
 MILTON, VT 05468
 Phone: 802-655-5040

Q U O T A T I O N

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
 CUM L9 360 HP @ 2200 RPM, 2200 GOV RPM, 1150 LB-
 FT @ 1200 RPM, REFUSE
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 RS-26-185 26,000# T-SERIES SINGLE REAR AXLE
 REYCO 102CC 31,000# REAR SUSPENSION
 DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP
 SINGLE FRONT AXLE
 18,000# TAPERLEAF FRONT SUSPENSION

106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 6975MM (275 INCH) WHEELBASE
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
 1150MM (45 INCH) REAR FRAME OVERHANG
 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
 REINFORCEMENT

			PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$	123,982	\$	123,982
EXTENDED WARRANTY		\$	1,498	\$	1,498
DEALER INSTALLED OPTIONS		\$	153,793	\$	153,793
CUSTOMER PRICE BEFORE TAX		\$	279,273	\$	279,273

TAXES AND FEES					
FEDERAL EXCISE TAX (FET)		\$	(323)	\$	(323)
TAXES AND FEES		\$	0	\$	0
OTHER CHARGES		\$	0	\$	0

TRADE-IN					
TRADE-IN ALLOWANCE		\$	(0)	\$	(0)
BALANCE DUE	(LOCAL CURRENCY)	\$	278,950	\$	278,950

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtfoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.

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 CITY OF BURLINGTON M2 106+ 4X2
 RECYCLE 2025



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BURLINGTON CITY OF
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BURLINGTON, VT 05402-0849
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Prepared by:
Sandy Ladd
R.R. CHARLEBOIS, INC.
950 ROUTE 7 SOUTH
MILTON, VT 05468
Phone: 802-655-5040

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-27M	M2 PRL-27M (EFF:MY24 ORDERS)		
Data Version			
DRL-046	SPECPRO21 DATA RELEASE VER 046		
Vehicle Configuration			
001-172	M2 106 PLUS CONVENTIONAL CHASSIS	5,709	3,450
004-224	2024 MODEL YEAR SPECIFIED		
002-004	SET BACK AXLE - TRUCK		
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING		
003-012	LH PRIMARY STEERING LOCATION AND PREP FOR CUSTOMER SUPPLIED RH SIT-DOWN SECONDARY STEERING LOCATION WITH DUAL INSTRUMENT CLUSTER		
General Service			
AA1-002	TRUCK CONFIGURATION		
AA6-001	DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
A85-001	REFUSE SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-003	DRY BULK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-091	MEDIUM TRUCK WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 26000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 44000.0 lbs		
Truck Service			

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BURLINGTON CITY OF
PO BOX 849
BURLINGTON, VT 05402-0849
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Prepared by:
Sandy Ladd
R.R. CHARLEBOIS, INC.
950 ROUTE 7 SOUTH
MILTON, VT 05468
Phone: 802-655-5040

Data Code	Description	Weight Front	Weight Rear
AA3-061	REFUSE, SIDE LOAD OR REAR PACKER BODY - UNLOADS IN A LANDFILL		
A88-99D	EXPECTED TRUCK BODY LENGTH : 25.0 ft		
AF3-120	LABRIE AND ENVIROQUIP GROUP/LEACH/WITTKE/PENPAC		
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		

Engine

101-3E2	CUM L9 360 HP @ 2200 RPM, 2200 GOV RPM, 1150 LB-FT @ 1200 RPM, REFUSE	640	30
---------	--	-----	----

Electronic Parameters

79A-069	69 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79M-001	PTO MODE BRAKE OVERRIDE - SERVICE BRAKE APPLIED
79P-007	PTO RPM WITH CRUISE SET SWITCH - 1100 RPM
79Q-007	PTO RPM WITH CRUISE RESUME SWITCH - 1100 RPM
79S-001	PTO MODE CANCEL VEHICLE SPEED - 5 MPH
79U-007	PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
79W-024	CRUISE CONTROL BUTTON PTO CONTROL
80G-002	PTO MINIMUM RPM - 700
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH
80S-004	PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING

Engine Equipment

99C-021	2010 EPA/CARB/GHG21 CONFIGURATION	
99D-011	2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)	
13E-001	STANDARD OIL PAN	
105-001	ENGINE MOUNTED OIL CHECK AND FILL	
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER	
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	
292-235	(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10
290-017	BATTERY BOX FRAME MOUNTED	

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R.R. CHARLEBOIS, INC.
950 ROUTE 7 SOUTH
MILTON, VT 05468
Phone: 802-655-5040

	Data Code	Description	Weight Front	Weight Rear
	281-001	STANDARD BATTERY JUMPERS		
	282-003	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE BACK OF CAB		
	291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
	289-001	NON-POLISHED BATTERY BOX COVER		
	293-058	POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
	107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
	108-002	STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR		
	131-013	AIR COMPRESSOR DISCHARGE LINE		
	152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
	128-1AN	C-BRAKE BY JACOBS WITH HIGH MED LOW BRAKE WITH BRAKE LAMPS	80	
N	016-1C8	LH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT SYSTEM ASSEMBLY WITH TOPSTACK	90	60
	28F-015	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD ACTIVE REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER AND DASH MOUNTED INHIBIT SWITCH		
	239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
	237-1D7	LH CURVED TOPSTACK		
	23U-001	6 GALLON DIESEL EXHAUST FLUID TANK		
	30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
	43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
	23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK		
	43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
	242-001	STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
	273-060	HIGH SPEED AIR POWERED ON/OFF ENGINE FAN CLUTCH		
	276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
	110-003	CUMMINS SPIN ON FUEL FILTER		
	118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		

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RECYCLE 2025



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Prepared by:
 Sandy Ladd
 R.R. CHARLEBOIS, INC.
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 MILTON, VT 05468
 Phone: 802-655-5040

Data Code	Description	Weight Front	Weight Rear
266-013	1100 SQUARE INCH ALUMINUM RADIATOR	70	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
168-002	LOWER RADIATOR GUARD		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
134-001	ALUMINUM FLYWHEEL HOUSING		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
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Transmission Equipment

343-312	ALLISON VOCATIONAL PACKAGE 142 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODEL RDS
84B-012	ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84E-017	S5 PERFORMANCE LIMITING PRIMARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84F-016	S5 PERFORMANCE LIMITING SECONDARY SHIFT SCHEDULE, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY
84G-014	2200 RPM PRIMARY MODE SHIFT SPEED
84H-014	2200 RPM SECONDARY MODE SHIFT SPEED
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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Prepared for:
 DAVE HAMMOND
 BURLINGTON CITY OF
 PO BOX 849
 BURLINGTON, VT 05402-0849
 Phone: 802-863-9094

Prepared by:
 Sandy Ladd
 R.R. CHARLEBOIS, INC.
 950 ROUTE 7 SOUTH
 MILTON, VT 05468
 Phone: 802-655-5040

Data Code	Description	Weight Front	Weight Rear
84K-000	ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84N-200	FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
353-074	QUICKFIT BODY LIGHTING CONNECTOR UNDER CAB, WITH BLUNTCUTS		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-823	CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-003	PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
346-013	TRANSMISSION OIL CHECK AND FILL WITH CROSSOVER TO CLEAR LH PTO AND DIRECT MOUNT PUMP		
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

400-1BA	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	210
402-013	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	
403-002	NON-ASBESTOS FRONT BRAKE LINING	
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS	
427-001	FRONT BRAKE DUST SHIELDS	5
409-006	FRONT OIL SEALS	
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL	
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES	
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS	
536-012	TRW TAS-85 POWER STEERING	40

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	Data Code	Description	Weight Front	Weight Rear
	539-003	POWER STEERING PUMP		
	534-015	2 QUART SEE THROUGH POWER STEERING RESERVOIR		
N	533-001	OIL/AIR POWER STEERING COOLER	5	
	40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension				
	620-013	18,000# TAPERLEAF FRONT SUSPENSION	200	
	619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
	410-001	FRONT SHOCK ABSORBERS		
Rear Axle and Equipment				
N	420-022	RS-26-185 26,000# T-SERIES SINGLE REAR AXLE		255
	421-563	5.63 REAR AXLE RATIO		
	424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
	386-073	MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	40	40
	452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
	878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
	87B-015	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE <5 MPH, DISENGAGE >25 MPH		
	423-039	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR HEAVY DUTY BRAKE AND SHOES		40
	433-002	NON-ASBESTOS REAR BRAKE LINING		
	434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
	451-025	GUNITE HEAVY WEIGHT CAST IRON REAR BRAKE DRUMS		30
	425-002	REAR BRAKE DUST SHIELDS		5
	440-006	REAR OIL SEALS		
	426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
	428-003	HALDEX AUTOMATIC REAR SLACK ADJUSTERS		
	41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension				



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	Data Code	Description	Weight Front	Weight Rear
N	622-1FK	REYCO 102CC 31,000# REAR SUSPENSION		140
	621-001	SPRING SUSPENSION - NO AXLE SPACERS		
*	431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
	623-005	FORE/AFT CONTROL RODS		
Brake System				
	018-002	AIR BRAKE PACKAGE		
	490-100	WABCO 4S/4M ABS		
	871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
	904-001	FIBER BRAID PARKING BRAKE HOSE		
	412-001	STANDARD BRAKE SYSTEM VALVES		
	46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
	413-002	STD U.S. FRONT BRAKE VALVE		
	432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
	480-086	BW AD-9SI BRAKE LINE AIR DRYER WITH HEATER		
	479-012	AIR DRYER MOUNTED UNDER HOOD		
	460-058	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION		
	477-004	PULL CABLES ON ALL AIR RESERVOIR(S)		
Wheelbase & Frame				
	545-698	6975MM (275 INCH) WHEELBASE		
	546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	610	360
	547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT	230	460
	552-157	1150MM (45 INCH) REAR FRAME OVERHANG		
	55W-004	FRAME OVERHANG RANGE: 41 INCH TO 50 INCH	30	-160
	AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 209.06 in		
	AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 186.61 in		
	AE4-99D	CALC'D FRAME LENGTH - OVERALL : 349.3 in		
	FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 155.01 in		
	FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 281.39 in		

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Data Code	Description	Weight Front	Weight Rear
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-003	LIGHTWEIGHT HEAVY DUTY ALUMINUM ENGINE CROSSMEMBER	-12	
561-001	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
558-001	FRONT TOW HOOKS - FRAME MOUNTED	15	
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
586-024	FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSSES WRAPPED IN ABRASION TAPE		
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD		
Fuel Tanks			
204-151	60 GALLON/227 LITER ALUMINUM FUEL TANK - LH	20	5
218-001	23 INCH DIAMETER FUEL TANK(S)		
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-002	POLISHED STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-2CC	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	



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Data Code	Description	Weight Front	Weight Rear
094-0GR	MICHELIN XDN2 12R22.5 16 PLY RADIAL REAR TIRES		140
* 510-0GR	MICHELIN XDN2 12R22.5 16 PLY RADIALSPARE TIRE		163
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
511-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC SPARE WHEEL		83
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
498-011	NYLON WHEEL GUARDS FRONT AND REAR ALL INTERFACES		
Cab Exterior			
829-071	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
705-012	CAB ROOF REINFORCEMENTS FOR ROOF MOUNTED COMPONENTS	2	
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
678-001	LH AND RH GRAB HANDLES		
646-045	MOLD-IN COLOR GRILLE		
65X-011	MOLD-IN COLOR HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
690-002	TUNNEL/FIREWALL LINER		
727-066	DUAL 26 INCH RECTANGULAR POLISHED ALUMINUM AIR HORNS ROOF MOUNTED	8	
726-002	DUAL ELECTRIC HORNS		
728-002	DUAL HORN SHIELDS		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
327-012	SWITCH, INDICATOR LIGHT AND WIRING FOR (2) CUSTOMER FURNISHED BEACONS		
312-043	INTEGRAL HEADLIGHT/MARKER ASSEMBLY		

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Data Code	Description	Weight Front	Weight Rear
302-047	LED AERODYNAMIC MARKER LIGHTS		
311-001	DAYTIME RUNNING LIGHTS		
294-046	OMIT STOP/TAIL/BACKUP LIGHTS AND PROVIDE WIRING WITH SEPARATE STOP/TURN WIRES TO 4 FEET BEYOND END OF FRAME		-5
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
744-1BC	DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-204	LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
729-001	STANDARD SIDE/REAR REFLECTORS		
677-016	DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
275-061	PARK BRAKE REMINDER WARNING SYSTEM		
768-043	63X14 INCH TINTED REAR WINDOW		
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
654-003	MANUAL DOOR WINDOW REGULATORS		
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD		
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

055-019	RUGGED TRIM PACKAGE	
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"	
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)	
706-013	MOLDED PLASTIC DOOR PANEL	
708-013	MOLDED PLASTIC DOOR PANEL	
772-006	BLACK MATS WITH SINGLE INSULATION	
785-026	(1)DASH MOUNTED 12V POWER OUTLET (1)DASH MOUNTED DUAL 2.1 AMP USB-C CHARGER	
691-001	FORWARD ROOF MOUNTED CONSOLE	
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS	
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY	

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Data Code	Description	Weight Front	Weight Rear
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-034	PREMIUM INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B2	PREMIUM LED CAB LIGHTING		
657-1A0	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1013		
78G-003	KEY QUANTITY OF 3		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
722-028	TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
756-336	BASIC ISRI HIGH BACK NON SUSPENSION DRIVERS SEAT W/FORE & AFT ADJUSTMENT		
760-998	NO FRONT PASSENGER SEAT	-30	
759-007	DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-014	BLACK CORDURA PLUS CLOTH DRIVER SEAT COVER		
763-101	BLACK SEAT BELTS		
532-001	FIXED STEERING COLUMN		
540-070	4-SPOKE 18 INCH (450MM) LEATHER WRAPPED STEERING WHEEL WITH CHROME SWITCH BEZELS		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
67E-006	INTERFACE CONNECTORS AND WIRING FOR CUSTOMER PROVIDED LED STEP LIGHTING		

Instruments & Controls

81B-004	PANEL LAMP DIMMER SWITCH IN SWITCH PANEL
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	Data Code	Description	Weight Front	Weight Rear
	106-002	ELECTRONIC ACCELERATOR CONTROL		
	732-998	NO INSTRUMENT PANEL-DRIVER		
	734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
	87L-005	ENGINE REMOTE INTERFACE WITHOUT INTERLOCKS		
	870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
	486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
	840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
	198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
	721-001	97 DB BACKUP ALARM		3
	149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
	156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
	811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
	160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
	844-001	2 INCH ELECTRIC FUEL GAUGE		
	148-073	ENGINE REMOTE INTERFACE FOR REMOTE THROTTLE		
	48H-012	POWERTRAIN INTERFACE CONNECTOR LOCATED BETWEEN SEATS WITHOUT CAPS		
	48C-002	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) BETWEEN SEATS WITH BLUNTCUTS		
	163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
N	33U-012	TMC RP170 INTERFACE CONNECTOR		
	856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
	864-001	2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
	867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
	830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		

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	372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
	852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
	679-023	CENTER OVERHEAD INSTRUMENT PANEL BLANK		
	35M-011	QUICKFIT PROGRAMMABLE INTERFACE MODULE + (4) 20 AMP FUSED RELAYS	10	
	746-135	AM/FM/WB WORLD TUNER RADIO WITH SIRIUSXM, BLUETOOTH, IPOD INTERFACE, USB AND AUXILIARY INPUTS, J1939	10	
	747-001	DASH MOUNTED RADIO		
	750-002	(2) RADIO SPEAKERS IN CAB		
	753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
	748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		
N	749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
	78C-003	INTEROPERABLE SDAR ANTENNA		
	74D-006	STANDARD RADIO WIRING WITH STEERING WHEEL CONTROLS		
	810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
	817-001	STANDARD VEHICLE SPEED SENSOR		
	812-001	ELECTRONIC 3000 RPM TACHOMETER		
	813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
	8D1-303	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT		
	6TS-006	TMC RP1226 ACCESSORY CONNECTOR LOCATED CENTER OF OVERHEAD CONSOLE		
	162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
N	329-127	TWO EXTRA HARDWIRED SWITCHES IN DASH, ROUTE TO UNDER CAB, BLUNTCUT		
	4C1-025	HARDWIRE SWITCH #1, ON/OFF LATCHING, 20 AMPS IGNITION POWER		
	4C2-027	HARDWIRE SWITCH #2, ON/OFF LATCHING, 20 AMPS BATTERY POWER		
	81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY		
	264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
	842-006	DIGITAL TURBO AIR PRESSURE IN DRIVER DISPLAY		

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Data Code	Description	Weight Front	Weight Rear
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-025	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY PROGRAMMED TO SLOWEST SPEED WITH PARK BRAKE SET		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-018	ONE VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		

Design

065-000 PAINT: ONE SOLID COLOR

Color

980-5F6 CAB COLOR A: L0006EY WHITE ELITE EY
 986-020 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 962-972 POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 966-972 POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
 96F-972 POWDER WHITE (N0006EA) SPARE WHEEL/RIM (PKWHT21, TKWHT21, W, TW)
 964-6Z7 BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
 963-003 STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001 U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Secondary Factory Options

998-032 CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY
 99B-001 SHIP TO FONTAINE (MOUNT HOLLY, NC) PRIOR TO DELIVERY
 999-081 DEALER/CUSTOMER ADVISED AND ACCEPTS CURRENT DESIGN REQUIRES HEADLIGHTS TO REMAIN ON WITH SNOWPLOW LIGHTS

Application Version 11.8.106
 Data Version PRL-27M.046
 CITY OF BURLINGTON M2 106+ 4X2
 RECYCLE 2025



06/28/2023 3:49 PM

Page 16 of 22

Freightliner reserves the right to change specifications, prices, and weights, without notice.

Prepared for:
 DAVE HAMMOND
 BURLINGTON CITY OF
 PO BOX 849
 BURLINGTON, VT 05402-0849
 Phone: 802-863-9094

Prepared by:
 Sandy Ladd
 R.R. CHARLEBOIS, INC.
 950 ROUTE 7 SOUTH
 MILTON, VT 05468
 Phone: 802-655-5040

Data Code	Description	Weight Front	Weight Rear
Sales Programs			
PMY-2G9	BUSINESS QUOTE SALES PROGRAM		

TOTAL VEHICLE SUMMARY

Weight Summary			
	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8433 lbs	5231 lbs	13664 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight ⁺	8433 lbs	5231 lbs	13664 lbs

Extended Warranty	
WAI-7H3	CUMMINS ENGINE CARB COMPLIANT: L9 HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES
WAK-121	ALLISON 3000 RDS TRANSMISSION FOR REFUSE EXTENDED WARRANTY, 5 YEARS/UNLIMITED MILEAGE FEX

Dealer Installed Options			
		Weight Front	Weight Rear
111	MANUALS	0	0
222	DMV & FEES	0	0
333	BCC 2 WAY RADIO	0	0
444	CEJJ QUOTE 62723-LCC DATED 062723 LESS CAB CONVERSION	0	0
Total Dealer Installed Options		0 lbs	0 lbs

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.

Application Version 11.8.106
 Data Version PRL-27M.046
 CITY OF BURLINGTON M2 106+ 4X2
 RECYCLE 2025



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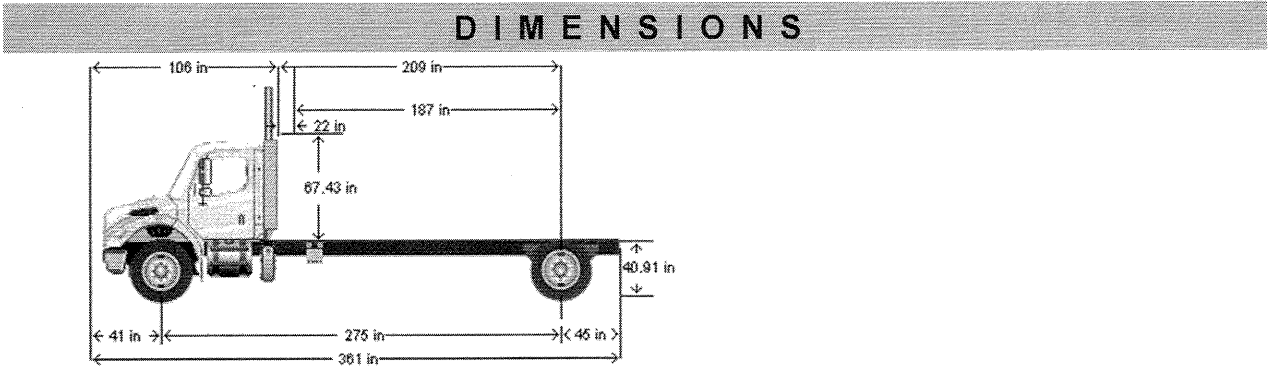
Prepared by:
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MILTON, VT 05468
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(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



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VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model.....	M2106
Wheelbase (545)	6975MM (275 INCH) WHEELBASE
Rear Frame Overhang (552)	1150MM (45 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577).....	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPER CAB
Exhaust System (016).....	LH OUTBOARD FRAME MOUNTED VERTICAL AFTERTREATMENT SYSTEM ASSEMBLY WITH TOPSTACK

TABLE SUMMARY - DIMENSIONS



Prepared for:
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Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Front Axle to Back of Cab (AC)	65.6
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	209.1
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	186.6
Back of Cab Protrusions (Exhaust/Intake) (CP)	24.4
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	22.4
Back of Cab to End of Frame	254.4
Cab Height (CH)	67.4
Wheelbase (WB)	274.6
Frame Overhang (OH)	45.3
Overall Frame Length	349.3
Overall Length (OAL)	360.7
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	40.9

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

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GVWR

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model.....	M2106
Cab Size (829).....	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs).....	18000.0
Expected Pusher Axle(s) Load (lbs).....	0.0
Expected Rear Axle(s) Load (lbs).....	26000.0
Expected Tag Axle(s) Load (lbs).....	0.0
Expected GVW (lbs).....	44000
Expected GCW (lbs).....	0.0
Front Axle (400).....	DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620).....	18,000# TAPERLEAF FRONT SUSPENSION
Front Hubs (418).....	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502).....	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS
Front Tires (093).....	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES
Front Brakes (402).....	MERITOR 16.5X6 Q+ CAST SPIDER HEAVY DUTY CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536).....	TRW TAS-85 POWER STEERING
Rear Axle (420).....	RS-26-185 26,000# T-SERIES SINGLE REAR AXLE
Rear Suspension (622).....	REYCO 102CC 31,000# REAR SUSPENSION
Rear Hubs (450).....	CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505).....	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS
Rear Tires (094).....	MICHELIN XDN2 12R22.5 16 PLY RADIAL REAR TIRES
Rear Brakes (423).....	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR HEAVY DUTY BRAKE AND SHOES
Pusher / Tag Axle (443).....	NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626).....	NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449).....	NO PUSHER OR TAG HUBS
Dead/Pusher/Tag Disc Wheels (509).....	NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095).....	NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456).....	NO PUSHER/TAG BRAKES

TABLE SUMMARY - GVWR

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 DAVE HAMMOND
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	Front	Rear
Axle Component Weight Ratings		
Axles	18000	26000
Suspension	18000	31000
Hubs	23000	26000
Brakes	20000	26000
Wheels	20000	32000
Tires	20000	27120
Power Steering	18000	N/A
GAWR (per axle)	18000	26000
GAWR (per axle system)	18000	26000
Expected Load (per axle system)	18000	26000
GVWR due to Frame	90000	
GVWR due to Transmission	62000	
Vehicle GVWR Summary		
Calculated GVWR	44000	
Expected GVWR	44000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.

PRICE QUOTATION**62723-LCC**

PLEASE INDICATE THIS NUMBER WHEN ORDERING

CEJJ, Inc.
939 Route 9
Schodack Landing, NY 12156
Phone (518) 732-7733
e: jon@cejj.com

Mr. Sandy Ladd
 R.R. Charlebois, Inc.
 950 Route 7 South
 Milton, VT 05468
 e: sandy@rrcharleboisinc.com

DATE: June 27, 2023
YOUR INQUIRY DATE: June 9, 2023
PROPOSED SHIPPING DATE: To Be Determined
TERMS: Net Upon Receipt F.O.B.: Milton
SALESPERSON: Jon Pfeffer

HERE IS OUR QUOTATION ON THE GOODS NAMED, SUBJECT TO THE CONDITIONS NOTED:

CONDITIONS: THE PRICES AND ITEMS ON THIS QUOTATION ARE NOT SUBJECT TO VERBAL CHANGES OR OTHER AGREEMENTS UNLESS APPROVED BY THE HOME OFFICE OF THE SELLER. ALL QUOTATIONS AND AGREEMENTS ARE CONTINGENT UPON ACCIDENTS, FIRES, AVAILABILITY OF MATERIALS, AND ALL OTHER CAUSES BEYOND OUR CONTROL. PRICES ARE BASED UPON COSTS AND CONDITIONS EXISTING ON DATE OF QUOTATION AND ARE SUBJECT TO CHANGE BY THE SELLER BEFORE FINAL ACCEPTANCE. TYPOGRAPHICAL AND STENOGRAPHIC ERRORS ARE SUBJECT TO CORRECTION. CONDITIONS NOT SPECIFICALLY STATED HEREIN SHALL BE GOVERNED BY ESTABLISHED TRADE CUSTOMS.

QTY	DESCRIPTION	PRICE	AMOUNT
1	New Labrie Expert t 2000 24 Cubic Yard (20 Yard Body Shell + 4 Yard Tailgate Capacity) Single Compartment Side Loading Refuse Packer Body, Complete With All Standard Features Including Hydraulic Reservoir Positioned In Standard Location For Conventional Chassis (Below Rear Slope Of Dropframe), All LED Body Lighting, Mid Body LED Turn Signals, Packer Controls In Cab, MultiCycle Packer Control (Set For 3 Strokes), Deflector Shield To Protect Wiring At Tailgate Hinge, All Fuses Replaced By Auto Reset Circuit Breakers – Except Main Power. Also To Include The Following Options To Meet Specifications Provided By The City of Burlington & Retain Features On Bodies Currently Used By The City: • Dropframe Conversion On Your New Freightliner M2 106 Plus 4x2 Cab & Chassis Meeting All Labrie Requirements • Chelsea 870 Hot Shift PTO With Remote Hydraulic Pump In Lieu Of Standard Front-Mounted Hydraulic Pump • Labrie Cart Dumper For American Bar-Style Carts On Both Curb & Street Sides • 3rd Eye Color Flat Screen Rear Vision Camera System With Protection Cage – Camera Positioned At Half Tailgate Location To Allow Operator Easier Access For Cleaning Camera Lens • Triple LED Work Lights – (1) In Hopper, (1) On Curb Side, (1) On Street Side • Ground Level Grease Points For Tailgate & Hopper Door Hinges • Hydraulic Pressure Gauge On Main Valve • Broom & Shovel With Brackets • 6” Amber Whelen Model #L41 Strobe Light Installed On Cab • (2) 4” Round LED Amber Rear Alternating Flashing Lights At Top of Tailgate • Petcock-Style Remote Air Drains, Frame-Mounted For Easy Driver Access • Body Control Valve Electric-Over-Hydraulic In Lieu Of Standard Air-Over-Hydraulic • Rear Tow Hooks • Painted White To Match Cab In DuPont Imron Elite • All Items Fully Installed On Your New 2024/5 Freightliner M2 106 Plus SBA 4x2 Cab & Chassis Cab & Chassis, Meeting All Labrie Requirements • Including Delivery To Your Location & Training Of The City of Burlington’s Operating Personnel Total Amount Of Body Bid* • Pricing Is Not Yet Available For Requested Labrie Right Hand Stand-Up Drive Cab Conversion – Includes Work Brake/ Flipper Valve For Activation of Brakes On All Four Wheels, Adjustable 3-Position Aluminum Grip-Strut Floor Riser, Fender-Mounted Crossview Mirrors To Allow Visibility Of Side & Front Of Truck From Both Driving Positions, Windshield Defroster Fans, LED Work Light On Curb Side Mirror Auto-Activated By Work Brake. Also To Include Dashboard Package On RH Side @ No Additional Cost: Engine Temp Gauge, Engine Oil Pressure Gauge, Transmission Temperature Gauge. Pricing Will Be Provided Immediately Upon My Notification From Labrie That Engineering & Production Have Completed Their Work On Modifying New Model Cab *Please Note: RR Charlebois, Inc. Is Responsible For Collecting & Remitting Any Applicable Sales And/Or Use Tax(es).		\$ 151,911.00*

QUOTE VALID FOR 30 DAYS

BY: Jon Pfeffer**ACCEPTANCE OF QUOTATION**

ABOVE SPECIFICATION, TERMS AND CONDITIONS ARE SATISFACTORY, AND (I)/ (WE) AUTHORIZE PURCHASE OF SAID ITEMS.

ACCEPTED BY: _____

ALLEGIANCE

TRUCKS®

June 30, 2023

Dear City of Burlington Department of Public Works,

We are pleased to submit a bid for a 2024 HV607 Recycle Truck:

Full Package:

Cab and Chassis with New Labrie Expert t 2000 24 Cubic Yard (20 Yard Body Shell + 4 Yard Tailgate Capacity) Single Compartment Side Loading Refuse Packer Body.

Price.....\$299,145.00

****Currently, we have open build slots in Quarter 1 and 2 of 2024 calender year****

We feel this meets your approval and we hope to partner with you!

Sincerely,
Dan St. Cyr

AT Lake Champlain LLC / DBA Allegiance Trucks
(o) 802-858-4010 / (c)802-316-1634
dstcyr@allegiancetrucks.com

Exceptions:

Steering column: Stationary steering column - is only option for this setup

No right side arm rest available for this setup



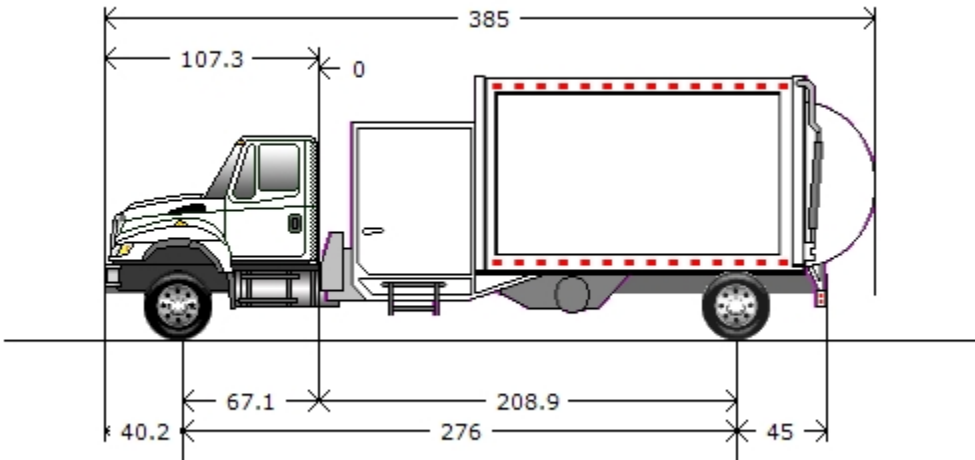
HV607 SBA

Sales Proposal For:
BURLINGTON PUBLIC WORKS

Presented By:
ALLEGIANCE TRUCKS

Prepared For:
BURLINGTON PUBLIC WORKS
Dave Hammond
645 Pine St. Ste. A
Burlington, VT 05401-4920
(802)864 - 0166
Reference ID: N/A

Presented By:
ALLEGIANCE TRUCKS
Dan St. Cyr
6 ORR RD.
JERICO VT 05465 -
802-899-3753



Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:	4X2
APPLICATION:	Side-Loader, automatic
MISSION:	Requested GVWR: 44000. Calc. GVWR: 44000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 27.23% / 3.50% @ 55 MPH Calc. Geared Speed: 65.6 MPH
DIMENSION:	Wheelbase: 276.00, CA: 208.90, Axle to Frame: 45.00
ENGINE, DIESEL:	{Cummins L9 360} EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW, Refuse/Mixer Omit Item (Clutch & Control)
CLUTCH:	{Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, FRONT NON-DRIVING:	{Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.57
AXLE, REAR, SINGLE:	
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L X MULTI Z (MICHELIN), 487 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(5) 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs
FRAME REINFORCEMENT:	Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL
PAIN:	Cab schematic 100WL Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Total Vehicle Price:		\$125,338.00
Total Body/Allied Equipment:		\$173,807.00
Total Sale Price:		\$299,145.00

Approved by Seller:

Sales Executive / June 30, 2023

Official Title and Date



Authorized Signature

Accepted by Purchaser:

City of Burlington, Vt

Firm or Business Name

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

Description

Base Chassis, Model HV607 SBA with 276.00 Wheelbase, 208.90 CA, and 45.00 Axle to Frame.

F/R Wt	Tot Wt
(lbs)	(lbs)
6136/3644	9780

AXLE CONFIGURATION

AXLE CONFIGURATION {Navistar} 4x2

-71/-64 -135

ENGINE

ENGINE, DIESEL {Cummins L9 360} EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)

577/-13 564

EMISSION, CALENDAR YEAR {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2024

0/0 0

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

0/0 0

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

0/0 0

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

0/0 0

RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler

0/0 0

FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed

0/0 0

AIR CLEANER Single Element

0/0 0

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

0/0 0

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

0/0 0

RADIATOR HOSES Silicone; Molded

0/0 0

THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

0/0 0

TRANSMISSION

TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 6th Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 62,000-lb GVW, Refuse/Mixer

242/41 283

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Front Loaders, Rear Loaders, Recycling/Packer Trucks, Package Number 142

0/0 0

AUTOMATIC NEUTRAL Allison 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged

0/0 0

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

0/0 0

OIL COOLER, TRANSMISSION {Modine} Water to Oil Type

25/0 25

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

0/0 0

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

0/0 0

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

0/0 0

TRANSMISSION SHIFT CONTROL {Allison} Push-Button, for Allison 3000 & 4000 Series Transmission

0/0 0

CLUTCH

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
CLUTCH Omit Item (Clutch & Control)	0/0	0
REAR AXLES, SUSPENSIONS		
AXLE, REAR, SINGLE {Dana Spicer S26-190D} Single Reduction, 26,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.57	0/338	338
SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Multileaf Springs	0/177	177
AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints	0/0	0
FRONT AXLES		
AXLE, FRONT NON-DRIVING {Meritor MFS-18-133A} Wide Track, I-Beam Type, 18,000-lb Capacity	186/0	186
FRONT SUSPENSIONS		
SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers	44/0	44
CABS, COWLS, BODIES		
CAB Conventional, Day Cab	0/0	0
ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Steps Mounted Independently to Frame on Passenger Side	6/4	10
AIR CONDITIONER with Integral Heater and Defroster	0/0	0
CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
CAB REAR SUSPENSION Air Bag Type	0/0	0
CONTROLS, CENTER PANEL Includes Ignition Switch, Headlights and Power Mirror Controls Located in Center Panel	0/0	0
GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar	3/0	3
HEATER HOSES Silicone	0/0	0
HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	0/0	0
INSTRUMENT PANEL Flat Panel	0/0	0
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width	0/0	0
MIRROR, CONVEX, HOOD MOUNTED {Lang Mekra} (2) Right and Left Sides, Bright, Heated, 7.5" Sq.	9/0	9
MONITOR, TIRE PRESSURE Omit	-10/-1	-11
SEAT, DRIVER {National} Non-Suspension, High Back with Integral Head Rest, Cloth, with Fixed Back	-41/-9	-50
SEAT, PASSENGER Omit Item	0/0	0
WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0

Description	F/R Wt (lbs)	Tot Wt (lbs)
FRAMES		
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL	209/234	443
FRAME REINFORCEMENT Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm), 480.0" (12192mm) OAL	559/584	1143
BRACKET, CAB MOUNT Heavy Duty	15/2	17
BUMPER, FRONT Contoured, Steel, Painted, Heavy Duty	4/0	4
CROSSMEMBER, AF, SPECIAL (1) Heavy Duty with Tabs, In Lieu of (1) Single Dogbone with 4x2 and 4x4 Chassis, or Double Dogbone with 6x4 and 6x6 Chassis	0/0	0
CROSSMEMBER, INTERMEDIATE (1) Dogbone with Reinforced Corners in lieu of Each Standard Dogbone with 4x2 & 4x4 Chassis; Double Dogbones with 6x4 & 6x6 Chassis	0/0	0
FRAME DIMPLE Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline	0/0	0
TOW HOOK, FRONT (2) Outside Rail, Frame Mounted, Includes Spacers to Clear Bumper Access Holes	22/3	25
WHEELBASE RANGE 258" (650cm) Through and Including 311" (790cm)	474/-474	0
BRAKES		
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
BRAKES, FRONT {Meritor 16.5X6 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 6", 23,000-lb Capacity	33/0	33
BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqli	4/0	4
SLACK ADJUSTERS, FRONT {Gunite} Automatic	14/0	14
DUST SHIELDS, FRONT BRAKE for Air Cam Brakes	10/0	10
BRAKES, REAR {Meritor 16.5X7 P} Air S-Cam Type, Cast Spider, Cast Shoe, Double Anchor Pin, Includes Greaseable and Zinc Coated Anchor Pins, Size 16.5" X 7", 38,000-lb Capacity per Axle	0/106	106
BRAKE CHAMBERS, REAR AXLE {MGM TR3030LP3TSHD} 30/30 Sqli Spring Brake	0/9	9
SLACK ADJUSTERS, REAR {Gunite} Automatic	0/14	14
DUST SHIELDS, REAR BRAKE for Air Cam Brakes	0/10	10
AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
AIR DRYER {Bendix AD-IP} with Heater	17/10	27
AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	16/5	21
AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	-9/16	7
DRAIN VALVE {Bendix DV-2} (1) Automatic, with Heater, with (2) Berg Pull Chains, for Air Tank	2/0	2
STEERING		
STEERING GEAR (2) {Sheppard M100/M80} Dual Power	100/-4	96
STEERING COLUMN Stationary	0/0	0

Description

<u>F/R Wt</u>	<u>Tot Wt</u>
(lbs)	(lbs)
0/0	0

STEERING WHEEL 4-Spoke; 18" Dia., Black

DRIVELINES

DRIVELINE SYSTEM {Dana Spicer} SPL170, for 4x2/6x2

5/33 38

EXHAUST SYSTEMS

EXHAUST SYSTEM Vertical Aftertreatment System, Frame Mounted Right Side Back of Cab, for Single Vertical Tail Pipe

57/25 82

ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch

44/4 48

EXHAUST HEIGHT 10'

21/7 28

MUFFLER/TAIL PIPE GUARD (1) Aluminum

12/4 16

TAIL PIPE (1) Turnback Type

8/2 10

ELECTRICAL SYSTEMS

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

0/0 0

ALTERNATOR {Leece-Neville AVI160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

0/0 0

ANTENNA Shark Fin, Roof Mounted

1/0 1

BACK-UP ALARM Electric, 102 dBA

0/3 3

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab

-31/8 -23

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

36/17 53

BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket

2/0 2

2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness

2/0 2

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

0/0 0

CIGAR LIGHTER Includes Ash Cup

1/0 1

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

0/0 0

CONNECTORS, CHS/BODY INTERFACE Cab Wiring for TMC RP170A 8-pin Conn w/Switched, Battery, Ignition Power & Ground Located on Cab Floor; 31-pin Conn w/Engine, Transmission & Chassis, Data Networks Located on Cab Floor Between Driver & Pass Seats; 14-pin Conn w/Chassis & Body Lightning Signals Located Left Frame Back of Cab

7/0 7

HEADLIGHTS Halogen

0/0 0

HORN, AIR (2) Single Tone, Chrome, Roof Mounted, with Lanyard Pull Cord

0/0 0

HORN, ELECTRIC Disc Style

0/0 0

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

0/0 0

POWER SOURCE Cigar Type Receptacle without Plug and Cord

1/0 1

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

3/0 3

SNOW SHIELD (2) Chrome; for Dual Air Horns

2/0 2

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	6/2	8
STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection	8/0	8
TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0

FRONT END

FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
GRILLE Stationary, Painted Grille & Headlight Bezels 8752 Charcoal Metallic	0/0	0
INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
INSULATION, UNDER HOOD for Sound Abatement	10/0	10
LOGOS EXTERIOR Model Badges	0/0	0
LOGOS EXTERIOR, ENGINE Badges	0/0	0

SPEEDOMETER, TOOLS, MISC

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	1/0	1
DUAL DRIVE Customer Intends to Convert to In-Cab Dual Drive Positions	0/0	0
KEYS - ALL ALIKE, ADDITIONAL 2 Keys	0/0	0
KEYS - ALL ALIKE, ID I-1624 Compatible with Z-250	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
PROMOTIONAL PACKAGE Government Silver Package	0/0	0

FUEL TANKS

FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 80 US Gal (303L), Mounted Left Side, Under Cab	18/6	24
DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab	15/2	17
FUEL/WATER SEPARATOR {Racor 400 Series} with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	0/0	0

WHEELS, TIRES - FRONT

WHEELS, FRONT {Accuride 29300} DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	72/0	72
(2) TIRE, FRONT 315/80R22.5 Load Range L X MULTI Z (MICHELIN), 487 rev/mile, 75 MPH, All-Position	40/0	40

WHEELS, TIRES - REAR

WHEELS, REAR {Maxion 91541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-24	-24
(5) TIRE, REAR 12R22.5 Load Range H G622 RSD (GOODYEAR), 482 rev/mile, 75 MPH, Drive	0/40	40

WHEELS, SPARE

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
WHEEL, SPARE, DISC {Maxion 91541} 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted	0/66	66

WHEELS MISC OPTIONS

PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
TIRE, SPARE Equal to Model Standard	0/121	121

BODY INTEGRATION

BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0
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Services Section:**WARRANTY**

WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)	0/0	0
SRV CONTRACT, EXT ALLISON XMSN {Allison} To 60-Month/Unlimited Miles/km, for Allison 3000 RDS with Refuse Packer Vocations (ST15, ST16)	0/0	0

Total Component Weight:	8921/4948 (lbs)	13869 (lbs)
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Description

F/R Wt	Tot Wt
(lbs)	(lbs)
0/0	0

New Labrie Expert t 2000 24 Cubic Yard (20 Yard Body Shell + 4 Yard Tailgate Capacity) Single Compartment Side Loading Refuse Packer Body, Complete With All Standard Features Including Hydraulic Reservoir Positioned In Standard Location For Conventional Chassis (Below Rear Slope Of Dropframe), All LED Body Lighting, Mid Body LED Turn Signals, Packer Controls In Cab, MultiCycle Packer Control (Set For 3 Strokes), Deflector Shield To Protect Wiring At Tailgate Hinge, All Fuses Replaced By Auto Reset Circuit Breakers Except Main Power. Also To Include The Following Options To Meet Specifications Provided By The City of Burlington & Retain Features On Bodies Currently Used By The City:

Dropframe Conversion On Your New International HV607 SBA 4x2 Cab & Chassis Meeting All Labrie Requirements

Chelsea 870 Hot Shift PTO With Remote Hydraulic Pump In Lieu Of Standard Front-Mounted Hydraulic Pump

Labrie Right Hand Stand-Up Drive Cab Conversion Includes Work Brake/ Flipper Valve For Activation of Brakes On All Four Wheels, Adjustable 3-Position Aluminum Grip-Strut Floor Riser, Fender-Mounted Crossview Mirrors To Allow Visibility Of Side & Front Of Truck From Both Driving Positions, Windshield Defroster Fans, LED Work Light On Curb Side Mirror Auto-Activated By Work Brake. Also To Include Dashboard Package On RH Side @ No Additional Cost: Engine Temp Gauge, Engine Oil Pressure Gauge, Transmission Temperature Gauge.

Labrie Cart Dumper For American Bar-Style Carts On Both Curb & Street Sides

3rd Eye Color Flat Screen Rear Vision Camera System With Protection Cage Camera Positioned At Half Tailgate Location To Allow Operator Easier Access For Cleaning Camera Lens

Triple LED Work Lights (1) In Hopper, (1) On Curb Side, (1) On Street Side

Ground Level Grease Points For Tailgate & Hopper Door Hinges

Hydraulic Pressure Gauge On Main Valve

Broom & Shovel With Brackets

6 Amber Whelen Model #L41 Strobe Light Installed On Cab

(2) 4 Round LED Amber Rear Alternating Flashing Lights At Top of Tailgate

Petcock-Style Remote Air Drains, Frame-Mounted For Easy Driver Access

Body Control Valve Electric-Over-Hydraulic In Lieu Of Standard Air-Over-Hydraulic

Rear Tow Hooks

Painted White To Match Cab In DuPont Imron Elite

All Items Fully Installed On Your New 2024/5 International HV607 SBA 4x2 Cab & Chassis Cab & Chassis, Meeting All Labrie Requirements

Including Delivery To Your Location & Training Of The City of Burlington s Operating Personnel

Total Body Allied:

0/0	0
(lbs)	(lbs)

VT SAFETY INSPECTION, TRIANGLE FLARE KIT, 5# ABC FIRE EXTINGUISHER, MOUNTED ON CAB FLOOR NEXT TO DRIVERS SEAT IN A HEAVY DUTY BRACKET INCLUDING RUBBER HOLD DOWNS.

0/0	0
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VERMONT DMV CHARGES

0/0	0
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TWO WAY RADIO INSTALLED BY BURLINGTON COMMUNICATIONS

0/0	0
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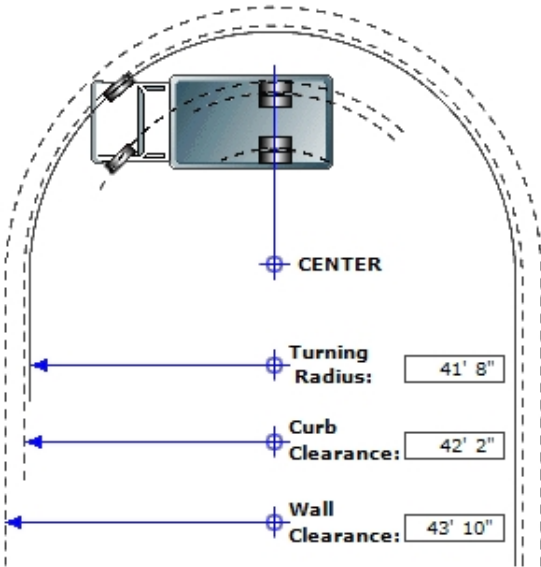
PROCESSING FOR INTERNATIONAL MV607, HV507 AND HV607 MODELS

0/0	0
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Total Goods Purchased:

0/0	0
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The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



Series: HV
Model: HV607
Description: HV607 SBA
Model Year: 2025

Calculation Factors

Wheelbase: 276
Front Axle: 0002ARZ
Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-18-133A}
Wide Track, I-Beam Type, 18,000-lb Capacity
Front Wheel: 0027DUL
Description: WHEELS, FRONT, {Accuride 29300} DISC; 22.5x9.00 Rims,
Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC,
Hub-Piloted, Flanged Nut, with Steel Hubs
Front Tire: 07652543288
Description: TIRES, 315/80R22.5 Load Range L X MULTI Z (MICHELIN),
487 rev/mile, 75 MPH, All-Position
Steering Gear: 0005PTB
Description: STEERING GEAR, (2) {Sheppard M100/M80} Dual Power

Turning Radius Statistics

General Information

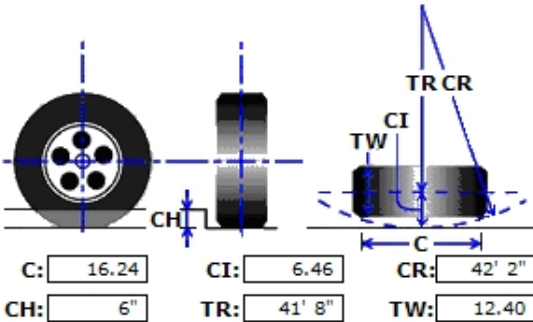
Inside Turn Angle: 40 Degrees
Radial Overhang: 26

Axle Information

KingPin Inclination: 6.25 Degrees
KingPin Center: 71

Turning Radius - Curb View

C - Curb Contact Length: 16.24
CI - Curb Clearance Increment: 6.46
CR - Curb Clearance Radius: 42'2"
CH - Curb Height: 6"
TR - Turning Radius: 41'8"
TW - Tire Width: 12.40



* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Lee Perry

Title/Subject: FY24 Recycling Truck Purchase Price Increase

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	8/1/2023	Approved by Chapin
Mayor's Office informed and approved memo	Yes	8/2/2023	Approved by Jordan Redell
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			
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/2/2023	Approved by Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/1/2023	Approved by Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Choose an item.	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.	



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

Jeffrey A. Padgett, MBA
DIVISION DIRECTOR for PARKING & TRAFFIC

Date: 8/7/2023
8/14/2023

To: Board of Finance
City Council

From: Jeffrey A. Padgett
Division Director for Parking and Traffic

C.C.: Chapin Spencer, Director of Public Works
Matt Fitzpatrick, Parking Facilities Manager

Subject: Marketplace Garage Repair
Cost Update

REQUEST

The Department of Public Works (DPW) seeks Board of Finance approval and recommendation to the City Council to increase the approved contract amount with Structural Preservation Systems, LC for critical repairs at the Marketplace Garage from a maximum limiting amount of \$545,955 (including \$50,000 contingency) to a total authorized maximum limiting amount of \$569,519.

BACKGROUND

The Marketplace Parking Garage was constructed in 1975, opened in 1976, and is now nearing 50 years of age. Parking garage structures such as the Marketplace Garage that are exposed to the elements require significant on-going capital repair work to keep them safely operating and achieving their expected life span.

As part of a renewed effort to better steward our municipal garages in 2014, the City hired Hoyle Tanner and Associates (HTA) to conduct an engineering analysis of each municipal garage. The report's 2015 findings were presented as short, medium, and longer-term recommendations. These recommendations guided the \$3M+ rehabilitation of the College Street Garage and the \$1M short-term capital repairs at the Marketplace Garage

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(mechanical room overhaul, storm pipe repairs, elevator cab replacements, and deck patching). These repairs were made between 2015 and 2018.

The work constructed under this contract with Structural Preservations Systems, LLC represents the next phase of work needed to extend the useful life of the Marketplace Garage. In the fall of 2021, HTA was reengaged for additional design work for construction of medium-term capital repairs identified in the 2014 report.

REPAIR WORK & TIMELINE

Construction began in the summer of 2022 and was expected to conclude prior to the winter season. The work was expected to include specifically identified locations of:

- Beam Repair
- Beam Rehabilitation
- Deck Patching
- Spall Removal and Sealing
- Brick Façade Removal and Replacement (west face, northern ramps)

During construction the garage remained open and impacted no more than 80 spaces at any given time (out of the 345 space capacity, <25%). The actual impact was much less on a day-to-day basis.

The construction timeline, however, was extended due to unexpected, additional work for both deck and beam repairs that became evident after construction began and drove additional construction, engineering and inspection costs specifically connected to these unforeseen circumstances. The additional construction work-scope, plus ongoing scheduling/timeline challenges then caused the construction schedule to stretch into the winter months, further impacting work and increasing ancillary costs (specifically construction inspection costs). Faced with the option of “winter work” versus impacts to the up-coming Church Street summer shopping season, the choice was made to push through the winter and complete the work in the early spring.

FUNDING

DPW has coordinated with the Clerk Treasurers office to secure a new 5-year, \$750,000 Bond issued to Parking Facilities (Fund 265) to cover these repairs at the Marketplace Garage plus a separately contracted stair replacement project at the Downtown Garage - North. Payments on this debt instrument by Parking Facilities (Fund 265) will begin, and have been budgeted for, in FY24. The total cost of both of these projects combined are covered by this Bond plus a small amount covered by Parking Facilities operational revenues as follows:

Project Costs:	
Downtown Garage Stairs:	\$182,900
Marketplace Garage Repairs:	<u>\$569,519</u>
Total:	\$752,419
Funding:	
Covered by Bond:	\$750,000
Covered By Operational Revenue:	<u>\$ 2,419</u>
Total:	\$752,419

The following summarizes the budget and requested amendment related to the Marketplace Garage repairs:

Marketplace Garage Repairs		
Construction Cost Summary		
Construction Budget:		
City Council Approved Construction		\$495,955
Contingency		\$50,000
Total Construction Budget:		\$545,955
Construction Costs:		
Structural Preservations Systems Proposed Cost		-\$495,955
Change Orders (expanded scope due to unexpected and additional work)		-\$39,146
Hoyle Tanner Engineering Costs		
<i>Additional engineering costs relate to Change Orders due to field conditions and contractor schedule and timeline, to be charged to the construction budget.</i>		
A) Brick and Spandrel Repair (Engineering Contract Amendment #2)		-\$25,690 approved by CAO
B) Inspection for Protracted Contractor Timeline (Engineering Contract Amendment #3)		-\$8,728 approved by CAO
Total Construction Cost:		-\$569,519
Total Additional Construction Related Funds Needed:		-\$23,564 Pending CC approval
Cost increase over approved budget: 15%		
Reasonable considering		
1) Additional Scope		
2) Unknown conditions		
3) Weather Factors		
4) Includes engineering costs		

FUTURE CONSIDERATIONS

With construction completed 46 years ago, the Marketplace Garage is getting old. These repairs are expected to extend the life of the Garage and allow time for critical decisions to be made in the next few years relative to major reinvestments to the existing facility or construction of a new facility. Funds have been included in the FY24 Parking Facilities Budget (265) to begin the public process needed to frame the future vision for this facility.

MOTIONS

Board of Finance:

To approve and recommend that City Council retroactively authorize the increase of the maximum limiting amount of the contract with Structural Preservation Systems, LLC from \$545,955 by \$23,564, resulting in a total authorized expenditure of \$569,519 for repairs completed to the Marketplace Garage and further authorize the Director of the Department of Public Works to execute an amendment to

such contract to reflect the increased maximum limiting amount, subject to review by the City Attorney's Office.

City Council:

To approve and retroactively authorize the increase of the maximum limiting amount of the contract with Structural Preservation Systems, LLC from \$545,955 by \$23,564, resulting in a total authorized expenditure of \$569,519 for repairs completed to the Marketplace Garage and further authorize the Director of the Department of Public Works to execute an amendment to such contract to reflect the increased maximum limiting amount, subject to review by the City Attorney's Office

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Jeff Padgett

Title/Subject: Marketplace Garage Repair Contract Update

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/31/23	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	8/2/23	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	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	8/2/23	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/2/23	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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

TO: Board of Finance
FROM: Brian Pine, Director
Gillian Nanton, Assistant Director for Community Engagement, Neighborhoods & Workforce Development
DATE: August 3, 2023
RE: Acceptance of \$26,000 grant from the VT Department of Labor

At your august 7, 2023 meeting, the Board of Finance is asked to approve the following Motion

Move to approve the City's receipt of grant funding in the amount of \$26,000 from the Vermont Department of Labor to launch a Personal Care Assistant Plus (PCA+) Workforce Training program to train approximately 25 Burlington residents from underserved populations to become home health and personal care aides, and to authorize CEDO Director Brian Pine to execute any and all formal agreements with the VT Department of Labor regarding said grant funding upon final review and approval of the City Attorney's Office.

For several months, CEDO has been working on launching a Personal Care Assistant (PCA+) Workforce Training program to train approximately 25 Burlington residents from underserved populations to become home health and personal care aides to fill the scores of vacancies in home health and to function as personal care aides. This workforce training program draws on lessons learned and best practices from the recently completed Licensed Nursing Assistant (LNA) Workforce Training program.

The PCA+ training program draws on the lessons learned, and best practices from the recently completed (December 31, 2022) Licensed Nursing Assistant (LNA) Workforce Training program which was designed, managed and coordinated by CEDO.

As in the case of the LNA Workforce Training program, the PCA+ Workforce Training program has several components. It is anticipated that the PCA+ training program will be implemented by Age Well; the personal and professional development (PPD) training component delivered by ReSource and the in person training (both theory and lab skills) of students undertaken at TLC HomeCare located on Williston Road in South Burlington.

Age Well – Implementing Agency

Age Well, the leading experts and advocates for the aging population of Northwestern Vermont since 1974, has long been calling for accelerating the training of low-income and BIPOC folks, including immigrants and refugees – a potential source of untapped labor who could help boost the ranks of workers in the health care sector and in particular PCAs. Data by the Vermont Department of Labor show that total annual openings for home health and personal care aides are around 880 and growing by close to 3% over the period 2022-2025. The Burlington Aging Council has identified the shortage of

PCA and included a training program as one of its priority action items. Age Well is committed to serving all older Vermonters, their families and caregivers guided by the input of the individuals they assist.

It should be noted that, CEDO did approach TLC HomeCare and the Community Health Centers (CHC) to determine whether either entity would be interested in serving as the implementing agency for the PCA Workforce Training program. While both organizations did express strong interest and lauded CEDO for designing this much-needed training program which specifically targets low-income and BIPOC individuals, including immigrants and refugees, in the end both declined to do so.

ReSource – Personal & Professional Development (PPD) Training

As noted, one component of the PCA+ Workforce Development Training program is for students to receive three hours of personal and professional development (PPD) training. We anticipate that the PPD training will be delivered by ReSource. Most recently, ReSource delivered six (6) hours of PPD training to each student who participated in the LNA Workforce Training program. Moreover, ReSource currently delivers similar trainings to participants in the annual ‘Construction and Safety’ training program, launched in 2018 and funded by the City of Burlington/CEDO.

TLC HomeCare – Classroom and Laboratory Facilities

Suitable classroom and laboratory facilities with the needed equipment, including mannequins, for training students are very limited in Burlington. The PCA+ Workforce Training program proposes to rent space – classroom and laboratory space - from TLC HomeCare which is located at 1550 Williston Road in South Burlington. Besides, TLC HomeCare sits on a bus route and would be easily accessible for students who participate in the training program. It is noted that the laboratory training for students in the LNA Workforce Training program took place at TLC HomeCare and this worked exceptionally well. The budget for the rental of classroom and laboratory space for the duration of the PCA+ Workforce Training program is \$5,400.

The estimated budget to deliver this workforce training program is \$82,500 and funding is committed from the follow sources:

• Burlington – CDBG:	\$25,000
• RRC carryover:	\$24,000
• Inclusive Community Development Fund:	\$7,500
• Vermont Department of Labor (VDOL):	\$26,000
Total	\$82,500

Since the City will be receiving grant resources from the Vermont Department of Labor in the amount of \$26,000 to partially fund the training program, we are requesting Board of Finance approval to accept these funds from VDOL.



BURLINGTON INTERNATIONAL AIRPORT

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

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

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

DATE: August 7, 2023

SUBJECT: Request to Execute a Federal Aviation Administration (FAA) grant and execute a Contract with Hoyle Tanner & Associates, Inc. to update the Airports Pavement Management Plan.

REQUEST

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

1. To accept and execute a Federal Aviation Administration (FAA) grant for the Pavement Management Plan ("PMP") Update.
2. To execute a contract with Hoyle Tanner & Associates, Inc. ("Hoyle Tanner") to update the PMP for the airfield and select airside vehicle service road pavements.

EXECUTIVE SUMMARY

Hoyle Tanner, with support from BTV and Applied Pavement Technology, Inc. ("APTech") will update the PMP for the airfield and select airside vehicle service road pavements.

BENEFITS ANTICIPATED:

As part of this proposed effort, APTech will review relevant pavement records, use this information to update the PAVER pavement management database and associated maps, lead Pavement Condition Index (“PCI”) inspections, determine Pavement Classification Ratings (“PCRs”), determine maintenance and rehabilitation (M&R) needs, develop a recommended rehabilitation plan, and document results in a project report and in APTech’s web-based IDEA application.

Hoyle Tanner will serve as prime consultant for the project, providing oversight and leading coordination with the client and team partners, provide construction history information and CAD files associated with recent pavement rehabilitation and reconstruction, provide available records for older (pre-2017) pavement layer thicknesses for sections without work history documented in the 2017 PMP report, provide a team member to assist with the PCI inspections, provide unit prices for M&R activities, and provide aircraft traffic information.

PROJECT APPROACH

Hoyle Tanner was selected to provide these services through the Airport’s selection process by meeting standards by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all airport improvement projects (“AIP”) grant funded projects. For FAA AIP projects, a qualification-based process with an independent fee estimate (“IFE”) is completed for projects. Anything over \$100,000.00 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed, a record of negotiations (“RON”) is completed.

FUNDING

This project will be funded by a future Federal Fiscal Year FFY23 FAA Grant at 90% with the balance being provided partially by State funding and Airport PFC funding. The Airport’s City Fiscal Year 2024 budget includes the funding.

AIRPORT COMMISSION APPROVAL

The Airport Commission approved and recommended the above requests on June 7, 2023.

MOTIONS:

Board of Finance:

1. “To approve and recommend that the City Council authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$226,970.10, with a 15% contingency, totaling up to \$261,015.62, as allowed under the grant, for the Pavement

Management Plan (PMP) Update, subject to review by the City Attorney's Office."

2. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with Hoyle Tanner & Associates, Inc. in an amount up to \$241,689.00 with a 15% contingency totaling \$277,942.35, as allowed by the grant, for the update of the Pavement Management Plan, subject to review by the City Attorney's Office."

City Council:

1. "To authorize the Director of Aviation to execute a grant from the Federal Aviation Administration accept an amount up to \$226,970.10, with a 15% contingency, totaling up to \$261,015.62, as allowed under the grant, for the update of the Pavement Management Plan, subject to review by the City Attorney's Office."
2. "To authorize the Director of Aviation to execute a contract with Hoyle Tanner and Associates, Inc. in a cumulative amount of up to \$241,689.00 with a 15% contingency totaling \$277,942.35, as allowed by the grant for the update of the Pavement Management Plan (PMP), subject to review by the City Attorney's Office."

Department: Airport Submitter: H. Dusablon
 Title/Subject: Request to execute a FAA Grant and Execute a Contract with Hoyle Tanner & Associates to Update the Airport's Pavement Management Plan

	Approval:	Meeting Date:
☒	Board of Finance	8/7/23
☒	City Council	8/14/23
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/2/2023	N. Longo
Mayor's Office informed and approved memo	Yes	8/1/2023	J. Redell
Board/Commission, if required	Yes	6/7/2023	
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	7/21/2023	K. Clauss
CAO has reviewed budget, financing, and memo	Yes	7/31/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



BURLINGTON INTERNATIONAL AIRPORT

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

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

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

DATE: August 7, 2023

SUBJECT: Request to Accept and Execute a Federal Aviation Administration (FAA) Grant and Contract with Hoyle Tanner & Associates, Inc. for the planning, design, permitting, and bidding an expansion of the existing Cargo Apron.

REQUEST

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

1. To accept and execute a Federal Aviation Administration ("FAA") grant for the planning, design, permitting, and bidding of the expansion to the existing cargo apron.
2. To execute a contract with Hoyle Tanner & Associates, Inc. ("Hoyle Tanner") for the planning, design, permitting, and bidding of the expansion to the existing cargo apron.

EXECUTIVE SUMMARY

The project includes planning, data collection, survey, geo-tech, utility evaluation, permitting, designing, and production of bid documents and advertisement for the expansion of the existing cargo apron.

This design-only project will cover the planning to bidding for:

- 1) An approximately 7,200-square-yard expansion on the west side of the

existing cargo apron to accommodate a Boeing 767 cargo aircraft.

2) Relocation of the vehicle service road from the Runway 1 end to Taxiway C.

3) Evaluate the Taxiway C Object Free Areas relative to the vehicle service road along Taxiway C for a Boeing 767 sized aircraft.

BENEFITS ANTICIPATED:

There is interest in additional air cargo space at the Airport, which will consolidate the handling of cargo in one location, improving airport safety. This project will provide the cost, as bid, to add the needed additional space at the existing cargo apron for the preparation of a later grant application for construction.

PROJECT APPROACH

Hoyle Tanner & Associates, Inc. was selected to provide these services through the Airport's selection process by meeting standards set by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all airport improvement project ("AIP") grant funded projects. For FAA AIP projects, a qualification-based process with an independent fee estimate ("IFE") is completed. Anything over \$100,000.00 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed, a record of negotiations is completed.

FUNDING

This project will be funded by a future Federal Fiscal Year FFY23 FAA Grant at 90% with the balance being provided partially by State funding and Airport PFC funding. The Airport's City Fiscal Year 2024 budget includes the funds.

AIRPORT COMMISSION APPROVAL

The Airport Commission approved and recommended the above requests on June 7, 2023.

MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$275,490.00, with a 15% contingency, totaling up to \$316,813.50, as allowed under the grant, for the planning, design,

- permitting, and bidding of the cargo apron expansion, subject to review by the City Attorney's Office."
2. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with Hoyle Tanner & Associates, Inc. in an amount up to \$296,100.00, with a 15% contingency totaling \$340,515.00, as allowed under the grant, for the planning, design, permitting, and bidding of the cargo apron expansion, subject to review by the City Attorney's Office."

City Council:

1. "To authorize the Director of Aviation to execute a grant from the Federal Aviation Administration accept an amount up to \$275,490.00, with a 15% contingency, totaling up to \$316,813.50, as allowed under the grant, for the planning, design, permitting, and bidding of the cargo apron expansion, subject to review by the City Attorney's Office."
2. "To authorize the Director of Aviation to execute a contract with Hoyle Tanner and Associates, Inc. in a cumulative amount of up to \$296,100.00 with a 15% contingency totaling \$340,515.00, as allowed by the grant, for planning, design, permitting, and bidding of the cargo apron expansion, subject to review by the City Attorney's Office."

Department: Airport Submitter: H. Dusablon
 Request to accept and execute a FAA Grant and Contract with Hoyle Tanner & Associates for
 the Planning, Design, Permitting and Bidding of an expansion of the existing
 Title/Subject: Cargo Apron

	Approval:	Meeting Date:
☒	Board of Finance	8/7/23
☒	City Council	8/14/23
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/2/2023	N. Longo
Mayor's Office informed and approved memo	Yes	8/1/2023	J. Redell
Board/Commission, if required	Yes	6/7/2023	
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	7/21/2023	K. Clauss
CAO has reviewed budget, financing, and memo	Yes	7/31/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



PATRICK LEAHY BURLINGTON INTERNATIONAL AIRPORT

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

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

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

DATE: August 7, 2023

SUBJECT: Request to Execute a Contract with Stantec Consulting Services Inc.
for the Design, Permitting, and Bidding of Runway 15-33
Rehabilitation Project.

REQUEST

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

1. To execute a contract with Stantec Consulting Services Inc. for the design, permitting, and bidding of the existing Runway 15-33 Rehabilitation Project.

EXECUTIVE SUMMARY

The project consists of planning for the approximately three inches (3") of existing bituminous asphalt pavement on the surface of the runway and associated taxiways; preparing milled surface and performing crack repair; and placing a single, nominal three-inch (3"+/-) thick lift of new bituminous asphalt pavement on top of the milled surface to closely match the new grades. In addition to the Runway 15-33 pavement, portions of taxiway areas (Taxiways A "West" and H) that are adjacent to Runway 15-33 will also be rehabilitated as part of the scope of this project. Enhancements to cross slopes of the proposed work will be incorporated to enhance drainage and smoothness of the final paved surface wherever practical. New runway/taxiway pavement markings will be applied. After the

applicable curing period for the new asphalt pavement, the runway surface will be grooved. Once the grooving operations have been performed, new surface sensors will be installed within the surface of the runway pavement. The associated cables will be installed in saw kerfs over to the edge of the runway pavement, where the cable will be connected into the existing Type V surface sensor cables back to the Remote Processing Units (“RPU’s”). The new sensors will be inspected, approved, and commissioned by the sensor manufacturer.

Within the existing paved runway and taxiway shoulders, a similar process will be performed, except only one and one-half inch (1 ½”) of existing bituminous asphalt pavement will be milled from the surface prior to placing a new one and one-half inch layer of bituminous asphalt pavement. Applicable pavement markings will be applied, and all existing elevated and in-pavement runway/taxiway edge lights will be reset to coincide with the new grades. Given the operational sensitivity of closing Runway 15-33 to normal airport operations, all the proposed construction activities for this project are proposed to occur during non-operational hours from approximately 11:30 p.m. to 5:30 a.m., Sunday through Thursday.

BENEFITS ANTICIPATED:

This project will provide BTV with necessary design and bidding for the safety rehabilitations on Runway 15-33 and portions of Taxiway areas in order to maintain safe airport operations. The alternate bidding of the project will allow the Airport to prepare a fiscal year 2024 grant application for the full construction activity.

PROJECT APPROACH

Stantec Consulting Services Inc. was selected to provide these services through the Airport’s selection process by meeting standards set by the FAA for this project. This price was determined through an extensive pricing process established by the FAA for all airport improvement projects (“AIP”) grant funded projects. For FAA AIP projects, a qualification-based process with an independent fee estimate (“IFE”) is completed. Anything over \$100,000.00 requires it to be reviewed by an independent engineer/reviewer of scope and fee. Once this is completed, a record of negotiations is completed.

FUNDING & BUDGET

This project will be funded by a future Federal Fiscal Year FFY24 FAA Grant at 90% with the balance being provided partially by State funding and Airport PFC funding. The FAA requires the design to be completed prior to grant application and will be reimbursed to the Airport. The Airport’s City Fiscal Year 2024 budget includes the funding.

AIRPORT COMMISSION APPROVAL

The Airport Commission approved and recommended the above requests on July 5, 2023.

MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with Stantec Consulting Services Inc. in an amount up to \$688,486.00, with a 15% contingency totaling \$791,758.90, as allowed under the grant, for the planning, design, permitting, and bidding of the pavement management and rehabilitation of Runway 15-33, subject to review by the City Attorney's Office."

City Council:

1. "To authorize the Director of Aviation to execute a contract with Stantec Consulting Services Inc. in an amount up to \$688,486.00, with a 15% contingency totaling \$791,758.90, as allowed under the grant for the planning, design, permitting, and bidding of the pavement management and rehabilitation of Runway 15-33, subject to review by the City Attorney's Office."

Department: Airport Submitter: H. Dusablon
 Request to execute a contract with Stantec Consulting Services Inc. for the Design, Permitting
 Title/Subject: and Bidding of Runway 15-33

	Approval:	Meeting Date:
☒	Board of Finance	8/7/23
☒	City Council	8/14/23
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/30/2023	N. Longo
Mayor's Office informed and approved memo	Yes	8/1/2023	J. Redell
Board/Commission, if required	Yes	7/5/2023	
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	7/21/2023	K. Clauss
CAO has reviewed budget, financing, and memo	Yes	7/31/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



BURLINGTON INTERNATIONAL AIRPORT

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

TO: City of Burlington, Board of Finance

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

DATE: August 7, 2023

SUBJECT: Request to Accept a Federal Aviation Administration Grant and Execute a Contract for Design, Permitting and Bidding of the Snow Removal Equipment Building Project with Passero Associates

REQUEST

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

1. To accept and execute a Federal Aviation Administration ("FAA") grant for the design, permitting, and bidding of the Snow Removal Equipment ("SRE") Building Project.
 2. To execute a contract with Passero Associates, Engineering, Architecture & Surveying, D.P.C. ("Passero Associates") for the design, permitting, and bidding of the SRE Building Project.
-

EXECUTIVE SUMMARY AND BENEFITS ANTICIPATED

The SRE Building Alternatives Study for the Patrick Leahy Burlington International Airport was to create a concept to select the best means of funding the design and construction of the SRE building as prescribed within the FAA Airport Improvement Plan ("AIP") handbook. The existing SRE building at the Airport is located infield, near Runway 19, adjacent to Taxiway C and the vehicle service road. The current facility does not provide adequate storage for the Airport's current SRE equipment. This study examined the redefined Priority 1 area, analyzed the required equipment to service the Priority 1 area, and determined the suitable footprint for a new SRE building located adjacent to Taxiway G in the northwest area of the airport, as identified in the 2021 Airport Layout Plan ("ALP"). The study gathered

all the necessary information to assist the Airport in choosing an approach for funding the design and construction of a new SRE building and the study furnished for submission to the FAA for funding consideration. Services provided by Passero Associates included the completion of an existing equipment inventory and an SRE Building Study examining alternatives and cost estimates. This portion of the project was previously recommended by the Airport Commission and authorized by the Board of Finance. However, reimbursement for this Study is included in the Grant Application being requested for authorization now, because we needed to study facility needs and location before we could determine what to design.

Passero Associates shall provide required services to design, permit, and bid the SRE Project. The Project will be planned, designed, and constructed with BTV with grant assistance from the FAA AIP. This project is the result of the SRE Building Alternatives Study which determined the project parameters, identified a conceptual site along with a conceptual building design layout that has been chosen by BTV. Therefore, this project will provide further development of the design to finalize required documents to bid the construction services for this project. The SRE building shall be located adjacent to Taxiway G in the northwest corner of the field at the Airport to meet the applicable FAA advisory circulars for SRE buildings and airfield Design. The proposed facility will consist of a building with approximately or up to 44,500 SF of gross floor area, an estimated or up to 137,000 SF asphalt apron to support equipment and vehicle parking and movement around the building, and an access road to connect the apron to Taxiway G. The services shall include architectural, project Administration, civil, survey, electrical, mechanical, plumbing, fire protection, structural, cost estimating, permitting, and bidding.

PROJECT APPROACH

Passero Associates was selected to provide the engineering design and bidding services through the Airport's selection process, which meets standards set by the FAA for this project. Consistent with the FAA AIP process for all airport projects, we complete an RFQ process every five years to pre-qualify consultants.

The price is determined through an extensive pricing process established by the FAA for all AIP grant funded projects. The consultant provides a fee estimate for the respective project. The Airport also obtains an independent fee estimate by a third party consultant familiar with the same type of work. Once completed, if the prices are within a comparable amount this is documented. If the pricing is not comparable then negotiations are completed and upon final agreement, a record of negotiations is completed.

FUNDING SOURCES

This project will be funded by a future Federal Fiscal Year FFY23 FAA Grant at 90% with the balance being provided partially by State funding and Airport PFC funding. The Airport's City Fiscal Year 2024 budget includes the cost.

AIRPORT COMMISSION APPROVAL

The Airport Commission approved and recommended the above requests on June 7, 2023.

MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Aviation to execute a grant from the Federal Aviation Administration to accept an amount up to \$1,160,011.80, with a 15% contingency, totaling up to \$1,334,013.57, contingency as allowed under the grant, for the design, permitting, and bidding of the Snow Removal Equipment Building Project, subject to review by the City Attorney's Office."
2. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with Passero Associates, Engineering, Architecture & Surveying, D.P.C. in the amount up to \$1,272,902.00, with a 15% contingency, totaling up to \$1,463,337.30, contingency as allowed by the grant for the design, permitting, and bidding of the Snow Removal Equipment Building Project, subject to review by the City Attorney's Office."

City Council:

1. "To authorize the Director of Aviation to execute a grant from the Federal Aviation Administration accept an amount up to 1,160,011.80, with a 15% contingency, totaling up to \$1,334,013.57, contingency as allowed under the grant, for the design, permitting, and bidding of the Snow Removal Equipment Building Project, subject to review by the City Attorney's Office."
2. "To authorize the Director of Aviation to execute contracts with Passero Associates Inc. in an amount of up to \$1,272,902.00, with a 15% contingency, totaling up to \$1,463,337.30, contingency as allowed under the grant, for design, permitting, and bidding of the Snow Removal Equipment Building Project, subject to review by the City Attorney's Office."

Department: Airport Submitter: H. Dusablon
 Title/Subject: Request to accept FAA Grant for Design, Permitting and Bidding of Snow Removal Equipment Building Project

	Approval:	Meeting Date:
☒	Board of Finance	8/7/23
☒	City Council	8/14/23
☐	Concurrent	

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Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/2/2023	N. Longo
Mayor's Office informed and approved memo	Yes	8/1/2023	J. Redell
Board/Commission, if required	Yes	6/7/2023	
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	7/21/2023	K. Clauss
CAO has reviewed budget, financing, and memo	Yes	7/31/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



BURLINGTON INTERNATIONAL AIRPORT

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

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

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

DATE: August 7, 2023

SUBJECT: Request to accept a Federal Aviation Administration Grant for the Residential Sound Insulation Project FAA Phase 3 Project and Execute Contracts for Construction and Inspection Services for this Project with Strong Tower Construction, Inc. and Jones Payne Group, Inc. respectively.

REQUEST

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

1. To accept and execute a Federal Aviation Administration grant for the Residential Sound Insulation Project (RSIP) FAA Phase 3 Project;
2. To execute a contract with Strong Tower Construction, Inc. ("Strong Tower") for construction improvements related to sound insulation for 52 homes; and
3. To execute a contract with The Jones Payne Group, Inc. ("JPG") for the RSIP FAA Phase 3 Project for program management, design, and bidding of the next approximate 50 home construction improvements scheduled for next year.

EXECUTIVE SUMMARY AND BENEFITS ANTICIPATED

The Residential Sound Insulation Program ("RSIP") is an approved measure of the 2020 FAA approved 14 CFR Part 150 Noise Compatibility Program. The overall Program includes approximately 2,600 residential units located within the 65-75 DNL contours of the approved 2023 Noise Exposure Map ("NEM").

1. Project Summary Related to this Request:

Sound Insulation Improvements Construction

- Sound Insulation Program Improvements (Construction) for 52 Homes as bid, from RSIPFAA Phase 2 The number 2 of the request above.

Next Sound Insulation Improvements

This new Scope of Work consists of FAA Phase 3 of the Residential Sound Insulation Program including:

- Project Management
- Community Outreach
- Evaluation of Structures for Sound Insulation
- Design Services for 50 Units
- Design and Bid Activities
- Construction Activities
- Project Evaluation and Closeout

This project scope includes program management, program development, community outreach, evaluation of structures, design services, bid and award activities, Design and Bid / Award Services for an approximate 50 homes.

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 2023 NEM 65 - 75 DNL with a goal of balancing the program homes between the most affected municipalities of South Burlington, Winooski, and Williston. Home selection is to be determined as part of this scope of work and is based on the noise level contours.

2. Benefits Anticipated:

The project will convert incompatible residential units to a compatible land use by installing an acoustical treatment package which will provide relief from aircraft noise by upgrading interior 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. At this time based on bids received and available funding we are improving approximately 50 homes per year. Once completed, the entire program

is anticipated to benefit 2,500 homeowners, which equates to approximately 4,000 occupants.

PROJECT APPROACH

JPG was selected to provide the sound project management, community outreach, evaluations, and engineering design, bidding, and construction services through the Airport's selection process, which meets standards set by the FAA for this project. Consistent with the FAA AIP process for all airport projects, we complete an RFQ process every five years to pre-qualify consultants.

The price is determined through an extensive pricing process established by the FAA for all Airport Improvement Program (AIP) grant funded projects. The consultant provides a fee estimate for the respective project. The Airport also obtains an independent fee estimate by a third party consultant familiar with the same type of work. Once completed, if the prices are within a comparable amount this is documented. If the pricing is not comparable then negotiations are completed and upon final agreement, a record of negotiations is completed.

The construction portion of the project was advertised in March 2023 with bids received in April 2023. They were evaluated in accordance with the prescribed criteria. We had more participation in the bidding of these improvements with the cost of construction improvements per home going down from the previous bids. After evaluation of the bids, Strong Tower was selected as the lowest responsive bidder. The Airport now seeks to execute a contract with Strong Tower for construction improvements to 52 homes.

FUNDING:

This project will be funded by a future Federal Fiscal Year FFY23 FAA Grant at 90% with the balance being provided partially funded by the State, Vermont Gas, and Airport Passenger Fee Charge ("PFC") funding, as needed.

AIRPORT COMMISSION APPROVAL

On June 7, 2023, the Airport Commission approved and recommended the above requests to the Board of Finance and City Council.

MOTIONS:

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$5,511,621.34 with a 15% contingency totaling up to \$6,338,364.54 as allowed under the grant for program

- management and development, community outreach, evaluation of structures, design services, bid and award activities, and construction activities for 52 homes, subject to review by the City Attorney's Office."
2. "To approve and recommend that the City Council authorize the Director of Aviation execute a contract with Strong Tower Construction, Inc. in an amount of up to \$4,780,947.00 with a 15% contingency totaling up to \$5,498,089.05, as allowed under the grant, for construction activities for 52 homes, subject to review by the City Attorney's Office."
 3. "To approve and recommend that the City Council authorize the Director of Aviation to execute a contract with The Jones Payne Group, Inc., in the amount of up to \$1,325,076.71 with a 15% contingency totaling \$1,523,838.22 as allowed under the grant, for program management and development, community outreach, evaluation of structures, design services, bid, award activities, and construction activities for approximately 50 homes, Design and Bid, subject to review by the City Attorney's Office."

City Council:

4. "To authorize the Director of Aviation to accept and execute a grant from the Federal Aviation Administration in an amount up to \$5,511,621.34 with a 15% contingency, totaling up to \$6,338,364.54 ss allowed under the grant, for program management and development, community outreach, evaluation of structures, design services, bid and award activities, and construction activities for 52 homes, subject to review and approval of the City Attorney's Office."
5. "To authorize the Director of Aviation to execute a contract with Strong Tower Construction, Inc. in an amount of up to \$4,780,947.00 with a 15% contingency totaling up to \$5,498,089.05 as allowed under the grant, for construction activities for 52 homes , subject to review by the City Attorney's Office."
6. "To authorize the Director of Aviation to execute a contract with The Jones Payne Group, Inc.in the amount of up to \$1,325,076.71 with a 15% contingency totaling \$1,523,838.22 as allowed under the grant for program management and development, community outreach, evaluation of structures, design services, bid, award activities and construction activities for approximately 50 homes, subject to review by the City Attorney's Office."

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Request to accept FAA Grant for the RSIP Phase 3 Project

	Approval:	Meeting Date:
☒	Board of Finance	8/7/23
☒	City Council	8/14/23
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	6/2/2023	N. Longo
Mayor's Office informed and approved memo	Yes	8/1/2023	J. Redell
Board/Commission, if required	Yes	6/7/2023	
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	7/21/2023	K. Clauss
CAO has reviewed budget, financing, and memo	Yes	7/31/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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

MEMORANDUM

TO: Mayor Miro Weinberger
Board of Finance
City Council

FROM: Brian Pine, Director, Community & Economic Development Office (CEDO)
Todd Rawlings, Assistant Director, Grants & Finance, CEDO
Timothy Clancy, Human Resources Manager

RE: **Reclassification of One (1) CEDO Position with No Adverse Impact to the City's General Fund**

Summary

This communication seeks Board of Finance and City Council approval to retitle and reclassify a position within CEDO's Grants & Finance division as summarized below:

- Reclassification of the Community Development Specialist II – Grant Management, a Regular Service, Full-Time, Non-Exempt, Union, Grade 17 to Senior Community Development Specialist – Grant Management, a Regular Service, Full-Time, Non-Exempt, Union, Grade 18.

Background

Historically, the Community Development Specialist II – Grant Management was focused on supporting the Assistant Director of Grants & Finance in the management of the Burlington's U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program and other federal requirements. As CEDO programs have expanded and become more complex due to additional local, state, and federal funding sources, the needs to responsibly manage these funds have increased. The proposed reclassified position of Senior Community Development Specialist – Grant Management will have oversight and management of the CDBG program as well as CEDO's cross-cutting federal requirements. This change will ensure that the City is strengthening its program and financial management of this and other important federal grants.

Increased responsibilities and skill sets resulted in changes to the position's job description. The work assigned to this role in the proposed job description is very specific and requires a high level of accountability, in line with most other grade 18 positions. A significant part of the City's relationship with HUD falls squarely on this position and the ability of the incumbent to go through the painstaking process of work that is almost 100% regulatory compliance driven. The Human Resources Department has regraded the position using the Willis Classification Guide, resulting in increasing the Grade from 17 to 18. Based on this grading, we propose moving forward with the proposed reclassification process at this time.

Organizational Parity

The role of the Senior Community Development Specialist – Grant Management is comparable to other City roles in the grade 18. Using the Willis Grading System and reviewing these additional duties this role is elevated to a higher level of responsibility and accountability. Similar to the Senior Accountant position in the Clerk Treasurer's office, Crime Scene Technician within the Burlington Police Department and the Grants Manager position for BCA, there is little supervision, an advanced level of autonomy as well as an elevated requirement for reporting accuracy. Other City roles that score comparably are Senior Plant Mechanic in the Water Division as well as Senior Payroll and Retirement Administrator. Positions that fall in to a grade 18 may require special professional certification, skills, or training.

Financial Impact

The result of this reclassification will be an approximate 5.04% increase in the FY24 salary of the current Community Development Specialist II – Grant Management from approximately \$64,980.21/year (Grade 17, Step 4) to approximately \$68,252.77/year (Grade 18, Step 3) and a retroactive payment of approximately \$403.35 which accounts for the 5.04% increase from the date of the original request for reclassification on July 1, 2023 through August 14, 2023. The total financial impact in FY23 for this increases is approximately \$3,249.01.

In FY24 this position has been funded through six federal grants constituting 95% of salary and benefits) with the balance of 5% coming from the general fund. This increase will be accomplished through reducing the general fund to 4%, decreasing CDBG to 67% and increasing other federal sources by 5%. Reducing the general fund percentage will save the City \$518.90 in FY24. Increases to the federal sources are funded by significant savings realized through the vacancy of the CEDO Housing Program Manager position. This position has been vacant since July 1, 2022 through July 31, 2023 and has resulted in savings of approximately \$118,937. This savings will more than make up for the increase through this proposed reclassification.

Requested Actions:

Board of Finance:

- Move to approve and recommend that the City Council approve the reclassification of the Community Development Specialist II – Grant Management position, from a Regular Service, Full-Time, Non-Exempt, Union, Grade 17 to the position of Senior Community Development Specialist – Grant Management, a Regular Service, Full-Time, Non-Exempt, Union, Grade 18.

City Council: A motion that the City Council approve the:

- Move to approve the reclassification of the Community Development Specialist II – Grant Management position, from a Regular Service, Full-Time, Non-Exempt, Union, Grade 17 to the position of Senior Community Development Specialist – Grant Management, a Regular Service, Full-Time, Non-Exempt, Union, Grade 18.

City of Burlington Job Description

Position Title: ~~Senior~~ Community Development Specialist ~~H~~— Grant Management
Department: Community and Economic Development
Reports to: Assistant Director of ~~Administration~~ ~~Grants~~ and Finance
Pay Grade: 187 **Job Code:** TBD
Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

General Purpose:

This position is responsible for ~~providing administrative support for CEDO grant programs and administration managing the City's Community Development Block Grant (CDBG) program within the Community and Economic Development Office (CEDO). This position will administer manage Burlington's CDBG-funded external community development programs, manage the CDBG financial budget, and enforce cross-cutting federal regulations for CEDO's Grants and finance team. In addition to fiscal and programmatic oversight, this position will also provide support and resources to community partners.~~

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

- ~~Manage Burlington's CDBG grants and p~~ Provide administrative support for CEDO's grant programs including but not limited to, ~~CDBG grants~~, HOME and Burlington Lead Program. ~~Administrative Support Management~~ includes but is not limited to ~~federal regulation compliance~~, recordkeeping, background check implementation and oversight, timesheet review, reimbursement/invoice review and processing.
~~Manage and oversee CDBG sub-recipient programs. Lead the development of CDBG sub-recipient contracts.~~
- ~~Coordinate~~ Develop and coordinate trainings for the CDBG Citizen Advisory Board, ~~CDBG sub-recipients, community partners, and City departments and staff as needed~~
- ~~staff the Community Development and Neighborhood Revitalization Committee and support other public boards, committees and events as needed. This support includes, but is not limited to, circulate agendas; schedule meetings and meeting space; warn meetings; record, transcribe and distribute minutes; assure follow-through to meeting issues; maintain records and files; assist in developing and disseminating outreach materials, publicity and signage plans; facilitate communication with other City Departments.~~
- Coordinate and lead the preparation and submittal of the Annual Action Plan.

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- Support in the preparation and submittal of the Consolidated Plan and the Consolidated Annual Performance and Evaluation Report (CAPER).
- Regularly manage and update IDIS which includes inputting activity data, funding activities, running reports and assisting with drawdowns and financial vouchers with activity performance data.
- Manage and oversee the CDBG financial budget that includes, but is not limited to, drafting the annual budget, reconciling the CDBG budget to New World and IDIS on a quarterly basis, create on an annual basis and maintain the CDBG financial tracker system
- Provide technical assistance and strategic planning support to community-based partners related to the CDBG grant program
- Train and coordinate the work of clerical staff and interns.
- Assist-Lead in information gathering, record keeping, monitoring, data input and report generation for CDBG grants, federal and state grants. Provide research support as requested for other federal and state grants. Researches/compiles grant and program data; coordinates document development/preparation and helps edits submissions for clarity and completeness; evaluates documents for compliance with grant programs; facilitates the submission process including copying and distribution through the use of mail, internet or other delivery means to meet deadline requirements.
- ~~Assists with~~Manage and coordinate preparations for site visits and audits; ~~assists with the~~ preparation of special audit files, reports and other information as needed.
- ~~Prepare and assist with~~Manage and coordinate the monitoring of CDBG sub recipients. ~~Lead the monitoring of CDBG subrecipients.~~
- ~~Assist with the development of sub recipient contracts. Lead the development of CDBG subrecipients.~~
- Monitor grant activities to ensure compliance with federal and state regulations, focusing primarily on CDBG grant activities.
- Staff the Community Development and Neighborhood Revitalization Committee and support other public boards, committees and events as needed. This support includes, but is not limited to, circulate agendas; schedule meetings and meeting space; warn meetings; record, transcribe and distribute minutes; assure follow-through to meeting issues; maintain records and files; assist in developing and disseminating outreach materials, publicity and signage plans; facilitate communication with other City Departments.
-
- Participates and supports all key grant operations including tracking statistics, proper file documentation, strategic planning and program assessment/evaluation.
- Assist-Lead in maintaining CDBG department web page.
- Maintain general knowledge of staff and department policies, procedures and guidelines and provide general orientation to new staff members.
- Update and disseminate brochures and program information.
- Assist department staff with special projects.

Non-Essential Job Functions:

- Other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in a related field and ~~two-four~~ years' experience in an office environment.
- ~~Previous-Two years~~ grant management experience preferred.

Commented [CC2]: I moved this bullet point up and edited it

- Previous experience within a municipality or non-profit preferred.
- Computer proficiency in word processing, spreadsheets, database, web and desktop publishing applications required. Specific proficiency in Word, Excel, Access, Front Page, Publisher, PowerPoint and Adobe Acrobat preferred.
- Ability to be able to work in a team environment, while also being self-directed.
- Ability to adapt to changing job duties and be able to multi-task
- Ability to be able to assume administrative responsibility and carry out tasks with minimal instruction.
- Detail-oriented.
- Ability to be able to plan, organize and coordinate workload of self and subordinate(s).
- Ability to display excellent verbal and written communication skills.
- Ability to interact well with the public.
- Ability to be able to work evenings as required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.

Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances	☐ lifting (specify)
☐ color perception	☐ within and between	☐ pounds
☐ (red, green, amber)	☐ warehouses/offices	☐ carrying (specify)
☒ hearing/listening	☐ climbing	☐ 10 pounds
☒ clear speech	☐ ability to mount and	☐ driving (local/over
☒ touching	☐ dismount forklift/truck	☐ the road)
☒ dexterity	☐ pushing/pulling	
☒ hand		
☒ finger		
☐ reading - basic	☐ math skills - basic	☒ analysis/comprehension
☒ reading - complex	☒ math skills - complex	☒ judgment/decision
☐ writing - basic	☒ clerical	☐ making
☒ writing - complex		
☐ shift work	☐ outside	☐ pressurized equipment
☒ works alone	☐ extreme heat	☐ moving objects
☒ works with others	☐ extreme cold	☐ high places
☒ verbal contact w/others	☐ noise	☐ fumes/odors
☒ face-to-face contact	☐ mechanical equipment	☒ hazardous materials
☒ inside	☐ electrical equipment	☐ dirt/dust

Supervision:

Directly Supervises: _____ Indirectly Supervises: _____

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: _____

Revised 10/8/2020

City of Burlington Job Description

Position Title: Senior Community Development Specialist– Grant Management
Department: Community and Economic Development
Reports to: Assistant Director of Grants and Finance
Pay Grade: 18 **Job Code:** TBD
Exempt/Non-Exempt: Non-Exempt **Union:** AFSCME

General Purpose:

This position is responsible for managing the City’s Community Development Block Grant (CDBG) program within the Community and Economic Development Office (CEDO). This position will manage Burlington’s CDBG-funded external community development programs, the CDBG financial budget, and cross-cutting federal regulations for CEDO’s Grants and finance team. In addition to fiscal and programmatic oversight, this position will also provide support and resources to community partners.

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

- Manage Burlington’s CDBG grants and provide support for CEDO’s grant programs including but not limited to, HOME and Burlington Lead Program. Management includes but is not limited to federal regulation compliance, recordkeeping, background check implementation and oversight, timesheet review, reimbursement/invoice review and processing.
- Manage and oversee CDBG subrecipient programs. Lead the development of CDBG subrecipient contracts.
- Oversee, conduct, and serve as the CEDO primary point of contact for Environmental Reviews.
- Develop and coordinate trainings for the CDBG Citizen Advisory Board, CDBG sub-recipients, community partners, and City departments and staff as needed
- Coordinate and lead the preparation and submittal of the Annual Action Plan.
- Support in the preparation and submittal of the Consolidated Plan and the Consolidated Annual Performance and Evaluation Report (CAPER).
- Regularly manage and update IDIS which includes inputting activity data, funding activities, running reports and assisting with drawdowns and financial vouchers.
- Manage and oversee the CDBG financial budget that includes, but is not limited to, drafting the annual budget, reconciling the CDBG budget to New World and IDIS on a quarterly basis, create on an annual basis and maintain the CDBG financial tracker system
- Provide technical assistance and strategic planning support to community-based partners related to the CDBG grant program
- Train and coordinate the work of clerical staff and interns.

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- Lead in information gathering, record keeping, monitoring, data input and report generation for CDBG grants. Provide research support as requested for other federal and state grants. Researches/compiles grant and program data; coordinates document development/preparation and helps edit submissions for clarity and completeness; evaluates documents for compliance with grant programs; facilitates the submission process including copying and distribution through the use of mail, internet or other delivery means to meet deadline requirements.
- Manage and coordinate preparations for site visits and audits; preparation of special audit files, reports and other information as needed.
- Manage and coordinate the monitoring of CDBG sub recipients.
- Monitor grant activities to ensure compliance with federal and state regulations, focusing primarily on CDBG grant activities.
- Staff the Community Development and Neighborhood Revitalization Committee and support other public boards, committees and events as needed. This support includes, but is not limited to, circulate agendas; schedule meetings and meeting space; warn meetings; record, transcribe and distribute minutes; assure follow-through to meeting issues; maintain records and files; assist in developing and disseminating outreach materials, publicity and signage plans; facilitate communication with other City Departments.
- Participates and supports all key grant operations including tracking statistics, proper file documentation, strategic planning and program assessment/evaluation.
- Lead in maintaining CDBG department web page.
- Maintain general knowledge of staff and department policies, procedures and guidelines and provide general orientation to new staff members.
- Update and disseminate brochures and program information.
- Assist department staff with special projects.

Commented [CC2]: I moved this bullet point up and edited it

Non-Essential Job Functions:

- Other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in a related field and four years' experience in an office environment.
- Two years grant management experience preferred.
- Previous experience within a municipality or non-profit preferred.
- Computer proficiency in word processing, spreadsheets, database, web and desktop publishing applications required. Specific proficiency in Word, Excel, Access, Front Page, Publisher, PowerPoint and Adobe Acrobat preferred.
- Ability to be able to work in a team environment, while also being self-directed.
- Ability to adapt to changing job duties and be able to multi-task
- Ability to be able to assume administrative responsibility and carry out tasks with minimal instruction.
- Detail-oriented.
- Ability to be able to plan, organize and coordinate workload of self and subordinate(s).
- Ability to display excellent verbal and written communication skills.
- Ability to interact well with the public.

- Ability to be able to work evenings as required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.

Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances	☐ lifting (specify)
☐ color perception	☐ within and between	☐ pounds
☐ (red, green, amber)	☐ warehouses/offices	☐ carrying (specify)
☒ hearing/listening	☐ climbing	☐ 10 pounds
☒ clear speech	☐ ability to mount and	☐ driving (local/over
☒ touching	☐ dismount forklift/truck	☐ the road)
☒ dexterity	☐ pushing/pulling	
☒ hand		
☒ finger		
☐ reading - basic	☐ math skills - basic	☒ analysis/comprehension
☒ reading - complex	☒ math skills - complex	☒ judgment/decision
☐ writing - basic	☒ clerical	☐ making
☒ writing - complex		
☐ shift work	☐ outside	☐ pressurized equipment
☒ works alone	☐ extreme heat	☐ moving objects
☒ works with others	☐ extreme cold	☐ high places
☒ verbal contact w/others	☐ noise	☐ fumes/odors
☒ face-to-face contact	☐ mechanical equipment	☒ hazardous materials
☒ inside	☐ electrical equipment	☐ dirt/dust

Supervision:

Directly Supervises: _____ Indirectly Supervises: _____

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: _____

Page 4 of 4

Human Resources: _____ Date: _____

Revised 10/8/2020

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Todd Rawlings

Title/Subject: Reclassification of Community Development Specialist

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	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	7/28/2023	-
Mayor's Office informed and approved memo	Yes	8/3/2023	-
Board/Commission, if required	N/A	-	-
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	8/2/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	8/3/2023	-
Human Resources, if personnel action -Identify HR Manager in note	Yes	8/3/2023	Tim Clancy
CIO, if an IT-related investment/purchase	N/A	-	-

Materials Included

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

Board of Finance and City Council Submission Checklist

Department: Business & Workforce Development Submitter: Samantha McGinnis & Kara Alnasrawi

Title/Subject: Snow Removal RFP

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	Click or tap to enter a date.
☒	Concurrent	8/7/2023 BoF 8/14/2023 CC

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	7/5/2023	Director Alnasrawi
Mayor's Office informed and approved memo	Yes	7/31/2023	Click or tap here to enter text.
Board/Commission, if required	Yes	7/19/2023	Unanimously approved at 7/19/23 meeting
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	5/1/2023	Hayley McClenahan Approved with RFP
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	7/7/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	7/29/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



MEMORANDUM

To: Board of Finance/City Council

From: Kara Alnasrawi, Director, Business & Workforce Development
Samantha McGinnis, Assistant Director, Business & Workforce Development

Date: August 7, 2023

Re: Church Street Marketplace Snow Removal – Authorization to Award Contract

REQUEST

The Church Street Marketplace seeks Board of Finance recommendation and City Council authorization to enter into a three-year contract, October 2023 – April 2026, with J. Labrecque, LLC for snow plowing services within the Marketplace District.

BACKGROUND

Every three years the Church Street Marketplace solicits bids for assistance with snow removal.

The Church Street Marketplace receives daily deliveries starting at 7:00am which require a clear street. In addition, for the safety of the public using this pedestrian mall seven days a week, it is crucial that snow is plowed and removed immediately upon falling so that the Marketplace maintenance team can salt.

The selected contractor provides services including plowing and removal of snow each season (October – April), responsibility for the provision of backup plowing and removal of equipment in the event of breakdowns or other unforeseen circumstances; monitoring snow accumulation on the Marketplace; plowing only when the accumulation is 1" or greater; and arranging removal of all snow as specified and directed above within 36 hours after the completion of the plowing.

FUNDING

The Church Street Marketplace funds its own budget through common area fees charged to property owners which are passed through to merchants. These fees will fund the entirety of this snow removal contract. The award of this contract is subject to Church Street Commission approval at their July 19, 2023 meeting.

The Charter of the City of Burlington, states that the Church Street Marketplace is barred from using city services to maintain the street.

CONTRACTOR/BID SELECTION

One bid was received in response to our Invitation to Bid. The values of the bid are in Table 1 below:

Table 1 – Bid Results

Contractor	Bid year one (Winter 2023/24)	Bid year two (Winter 2024/25)	Bid year three (Winter 2025/26)
J. Labrecque, LLC	\$55,700.00	\$57,400.00	\$60,000.00

After consultation with Marketplace staff and thorough review of previous plow service on Church Street J. Labrecque, LLC was chosen. In particular, their exemplary recommendation from the University of Vermont and past experience working on the Marketplace were taken into consideration.

MOTIONS

The Church Street Marketplace respectfully requests that the Board of Finance and City Council approve the following motions:

Board of Finance:

To approve and recommend that the City Council authorize the Director of the Church Street Marketplace to execute a three-year contract with J. Labrecque, LLC for snowplowing services for a total authorized amount not to exceed \$173,100, subject to final review and approval by the City Attorney's Office.

City Council:

To authorize the Director of the Church Street Marketplace to execute a three-year contract with J. Labrecque, LLC for snowplowing services for a total authorized amount not to exceed \$173,100, subject to final review and approval by the City Attorney's Office.



**CITY OF BURLINGTON
REQUEST FOR PROPOSALS**

Issued: May 15, 2023
Questions Due By: May 22, 2023
Answers Posted By: May 25, 2023
Proposals Due: June 7, 2023

I. PROJECT BACKGROUND

The Church Street Marketplace (CSM) is seeking proposals for snow plowing and removal services on the Church Street Marketplace District (Church Street between Main & Pearl Streets). The Church Street Marketplace intends to enter a three-year contract for services beginning in October 2023, and expiring after April 2026.

II. SCOPE OF WORK

FOR THE CONTRACT PERIOD, CONTRACTOR SHALL:

- Provide plowing and removal of snow each season (October – April), for three fiscal years, from FY 24 – FY 26;
Area to be plowed:
 - Church Street Marketplace District, the four blocks of Church Street, in Burlington, Vermont, between Main and Pearl Streets, excluding the nine foot right of way which Church Street Marketplace staff will maintain; and as far into the side streets – Pearl, Cherry, Bank, College and Main – as the Marketplace pavers exist;
 - Parking lot behind Homeport (52 Church Street) from the entrance at Cherry Street to the retaining wall at the furthest edge 50 Church Street (currently Banana Republic).
- Charge a fixed price for each season;
- Develop a work plan designated each year by coordinating and attending a walkabout with Marketplace’s maintenance supervisor or their designee;
- **Place rubber tips on plow blades**, so as not to damage CSM bricks, manhole covers, granite blocks, and tree cobblestones;
- Be responsible for the provision of backup plowing and removal of equipment in the event of breakdowns or other unforeseen circumstances;
- Be responsible for monitoring the snow accumulation on the CSM and plow only when the CSM has received 1” of snow or greater;

- Make arrangements to remove all snow, as specified and directed above, within 36 hours after the completion of the plowing, unless otherwise directed to remove or not to remove the snow;
- Remove snow to within not more than six feet of all obstructions except trees. The radius around trees shall not be less than three feet. The removal of snow, if affected, from those areas, shall be accomplished by CSM staff;
- Remove snow piles from the CSM at any time of day or evening, unless otherwise requested.
- Agree to adhere to safety practices in regard to pedestrians when removing snow during normal hours of business for CSM shops and restaurants;
- Provide supervision at all times when the contractor is present on the CSM to ensure efficient performance of work;
- Meet for a physical walk through of the CSM with the Marketplace's maintenance supervisor or their designee to determine damage and quality assessment of work performed after each removal;
- Coordinate all work with the Marketplace's maintenance supervisor or their designee;

FOR THE CONTRACT PERIOD, MARKETPLACE AGREES TO:

- Be responsible for ALL salting on the CSM;
- Clear snow away from the nine-foot right of way/sidewalk in front of all Church Street buildings;
- With its own equipment (John Deere tractors), push the bulk of snow into large piles into the center of Church Street when there is an accumulation of 1" or more of snow for the Contractor to remove;
- Provide contractor with access to the City's "snow dump," located near Burlington's Waterfront and managed by the Department of Public Works. Marketplace requests that the Snow Dump be used during daylight hours to reduce noise from truck tailgates disturbing those residents living on Burlington's Waterfront.

III. RESPONSE FORMAT

Interested Contractors should submit their Bid and Work Plan, Exhibit B, as well as their executed City of Burlington Ordinance Com in conformity with the procedures outlined in Section VI of this RFP.

IV. CONTRACTOR SELECTION

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

Marketplace staff will review the proposals and determine which if any, contractor will be awarded the contract.

The Church Street Marketplace reserves the right to obtain clarification of any point in a vendor's proposal or to obtain additional information necessary to properly evaluate a proposal. Failure by

a vendor to respond to such a request for additional information or clarification may result in rejection of the vendor's proposal. Vendors who submit qualifying proposals may be asked for an interview.

V. SUBMISSIONS

Questions can be submitted through email to Director Kara Alnasrawi at the e-mail below by May 22, 2023. Responses will be posted on the Church Street Marketplace website, www.churchstmarketplace.com, by May 25, 2023.

To be considered, please submit an electronic copy by 6:00 p.m. EST on June 7, 2023 to:

Kara Alnasrawi
Executive Director
Church Street Marketplace
kalnasrawi@burlingtonvt.gov

Late submissions will not be accepted for consideration.

VI. EXHIBITS

- A. Exhibit A: Bid and Work Plan
- B. Exhibit B: City of Burlington Draft Agreement
- C. Exhibit C: Burlington Standard Contract Conditions
- D. Exhibit D: Burlington Livable Wage Ordinance Certification
- E. Exhibit E: Burlington Outsourcing Ordinance Certification
- F. Exhibit F: Burlington Union Deterrence Ordinance Certification

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

VII. CONTRACTING

The Contractor, prior to being awarded a contract, shall apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the Consultant is registered with the Secretary of State's Office. The successful Consultant will be expected to execute sub-agreements for each sub-consultant named in the proposal upon award of this contract.

Prior to beginning any work, the Consultant shall obtain Insurance Coverage naming the City as additional insured, in accordance with the Burlington Standard Contractor Conditions (attachment D in this RFP). The certificate of insurance (COI) coverage shall be documented on forms acceptable to the City.

VIII. AGREEMENT REQUIREMENTS

The selected contractor will be required to execute a contract with the City on the terms and conditions required by the City, including, but not limited to those in the Burlington Contractor Conditions (Attachment C) and the attached Draft Agreement (Attachment B).

IX. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for costs incurred by parties responding to this Request for Proposals.

X. COSTS ASSOCIATED WITH PROPOSAL

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

XI. INDEMNIFICATION

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

XII. REJECTION OF PROPOSALS

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

XIII. OWNERSHIP OF DOCUMENTS

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

XIV. PUBLIC RECORDS

Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records the responding party considers to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act,

or that the responding party otherwise seeks to have the City consider as exempt must be identified clearly and specifically at the time of submission. It is not sufficient to merely state generally that a proposal is proprietary, contains a trade secret, or is otherwise exempt. Particular records, pages, and sections which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.

XV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

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

XVI. PUBLIC HEALTH EMERGENCIES

Bidders are advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID-19), may introduce significant uncertainty into the project, including disruption of timelines or revised practices. Contractors shall consider public health emergencies as they develop project schedules and advance the work.

While the Contractor is responsible for ensuring that the project or site is stable and in a safe and maintainable condition, the City will have the right to inspect all preparatory, in-progress, and final work to ensure compliance with health and safety standards and may at any time require the Contractor to stop work until it becomes compliant.

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 public emergencies, including the current pandemic of Novel Coronavirus (COVID-19), will be excusable, but will not be compensable.



**EXHIBIT A
BID AND WORK PLAN**

**REQUEST FOR PROPOSALS - SNOWPLOWING AND REMOVAL
FOR THE CHURCH STREET MARKETPLACE DISTRICT,
October 2023 – April 2026**

Please complete the information requested below and send to Church Street Marketplace electronically as directed in the Request for Proposals by June 7th 2023. Late submissions will not be accepted.

Bid (Proposal and Work Plan) of _____
(Name of Your Company)

The Bidder, in compliance with the Marketplace's request for snowplowing and removal bids and work plans, having examined relevant documents, and being familiar with all the conditions surrounding the project, hereby proposes to furnish snowplowing and removal equipment and labor for the Marketplace during the winters of 2023 - 2026 in accordance with the contract documents and the price stated below. This price is to cover all expenses incurred in performing the work performed under the contract.

A. BID PRICE.

Year 1: 2023-2024: \$ _____

Year 2: 2024-2025: \$ _____

Year 3: 2025-2026: \$ _____

B. EQUIPMENT

The Bidder lists below equipment owned by the Bidder, showing each piece of equipment required by the Marketplace and the price for each by hour (including operator):

1. Equipment with operator:

Type: _____

Size: _____

Number: _____

2. Equipment with neoprene blade and operator:

Type: _____

Number: _____

3. Dump trucks with operators:

Size(s): _____

Number: _____

4. Other equipment owned by the Bidder (with sizes, numbers), which the bidder believes would be helpful for performing the work.

C. WORK PLAN

Bidder will perform _____% of the work with its own forces. If less than 100%, the sub-contractors are listed below (showing detail as to the work each sub-contractor will perform):

Supervisory Work Experience. The name of the project manager /working supervisor to be assigned to the project are listed below. _____

Name of Project Manager/Working Supervisor: _____

Years of experience supervising snow removal contracts: _____

D. OTHER

1. Has the Bidder ever been terminated during mid-contract on any snow removal project? If so, when, where, and why?
2. Does the Bidder offer early payment discount on its invoices? If so, how much and on what terms?
3. References (three or more):
 - i. _____
 - ii. _____

iii. _____

4. Bidder's complete name, contact name, address, phone number and e-mail:

Business Name: _____

Contact Name: _____

Business Address: _____

City/State: _____

Phone: _____

Email: _____

EXHIBIT B

CITY OF BURLINGTON DRAFT CONSTRUCTION CONTRACT

This Agreement (“Agreement”) is entered into by and between the City of Burlington, Vermont by and through the Church Street Marketplace (“the City”), and _____ (“Contractor”), a Vermont corporation located at _____.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Agreement Documents”** means all the documents identified in §4 of this Agreement.
- B. **“Effective Date”** means the date on which this Agreement is approved and signed by the City, as shown on the signature page.
- C. **“Party”** means the City or Contractor and **“Parties”** means the City and Contractor.
- D. **“Work”** means the services described in §5 of this Agreement, along with the specifications contained in the Agreement Documents as defined in §4 below.
- E. **“Public Health Emergency”** means public health emergencies, as declared by the City, the State of Vermont, or the Federal Government.

2. RECITALS

- A. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement 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 Agreement.
- C. **Purpose.** The City seeks to employ the Contractor to provide holiday, summer, and winter lighting services within the Church Street Marketplace District.

3. EFFECTIVE DATE, TERM, AND TERMINATION

- A. **Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date and shall have no obligation to pay Contractor for any

performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.

- B. Term.** This Agreement and the Parties' respective performance shall commence on the Effective Date and expire on _____, 2023 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. AGREEMENT DOCUMENTS

The Agreement Documents are hereby adopted, incorporated by reference, and made part of this Agreement. The intention of the Agreement 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 Agreement Documents:

Attachment A: Request for Proposals dated May 2023

Attachment B: Contractor's Response to Request for Proposals dated _____ 2023

Attachment C: Burlington Standard Conditions

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Contractor's Certificate of Insurance

5. SCOPE OF WORK

The Contractor shall perform the services listed in Attachments A (Request for Proposals) and B (Contractor's Bid and Work Plan).

6. PAYMENT FOR SERVICES

- A. Amount.** The City shall pay the Contractor for completion of the Work in accordance with Attachment B (Contractor's Response to Request for Proposals) [or as follows: _____]

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

- B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the Agreement Documents [or as follows: _____]. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under §6D below.

- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Agreement shall not exceed the maximum limiting

amount of \$ _____. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.

- D. Invoice.** Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Kara Alnasrawi
Executive Director
Church Street Marketplace
131 Church St. Suite 209
Burlington, VT 05401
(802) 238-1910
kalnasrawi@burlingtonvt.gov

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

- E. Non-Appropriation.** The obligations of the City under this Agreement 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 Agreement, the Agreement 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 Agreement 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. Agreement. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City.

The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Agreement Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

7. COMPLIANCE WITH LAWS

The Parties, and any subcontractors approved under this Agreement, shall comply with all applicable laws, statutes, ordinances, rules, regulations, and/or requirements of federal, state, and local governments and agencies thereof.

8. BINDING EFFECT AND CONTINUITY

This Agreement 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 Agreement during

the resolution of the dispute, until the Agreement is terminated in accordance with its terms.

9. SEVERABILITY

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

10. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents, constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein or pursuant to Attachment C, Section 18.

11. NO THIRD PARTY BENEFICIARIES

This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement 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 Agreement are incidental to this Agreement, and do not create any rights for such third parties.

12. ASSIGNMENT

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

13. WAIVER

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, 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.

14. FORCE MAJEURE

Neither Party to this Agreement shall be liable to the other for any failure or delay of performance of any obligation under this Agreement 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.

15. PUBLIC HEALTH EMERGENCY

- A. Contractor is advised that public health emergencies, as declared by the City, the State of Vermont, or the Federal Government, including the current pandemic of Novel Coronavirus (COVID–19), may introduce significant uncertainty into the project. Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as they develop project schedules and advance the work.
- B. Enforcement & Stoppage of Work. If Contractor fails to comply with 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 breach of the Agreement pursuant to Section 21 (City’s Option to Terminate). The City shall have sole discretion in determining if Contractor is compliant with the above.

Upon stoppage of work, the City may allow Work to resume, at a time determined by the City, under this Agreement if such failure to comply is adequately corrected. The City shall have sole discretion in determining if Contractor has adequately corrected its failure to comply with the above. Upon any resumption of Work, the Parties shall negotiate in good faith an equitable adjustment to reflect the reasonable impacts on Contractor resulting from such Work stoppage.

If Contractor’s breach of Agreement has not been cured within fourteen (14) days after commencement of such Work stoppage, then City shall be entitled to terminate this Contract pursuant to Section 22.2 (City’s Option to Terminate, Termination for Cause).

- C. 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.

16. CHOICE OF LAW

Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. 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 Agreement to the extent capable of execution.

17. JURISDICTION

All suits or actions related to this Agreement shall be filed and proceedings held in the State of Vermont.

18. ARM'S LENGTH

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

19. SECTION HEADINGS

The section heading of this Agreement, including its Attachments, are for convenience of reference only and do not modify or restrict the terms of the Agreement.

— Signatures follow on the next page —

20. 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.

Contractor
Business Name

By: _____
Name
Title

Date: _____

City of Burlington
(Church Street Marketplace)

By: _____
Kara Alnasrawi
Executive Director, Church Street Marketplace

Date: _____

EXHIBIT C

ARTICLE VI. LIVABLE WAGES¹

21-80 Findings and purpose.

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

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

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

21-81 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

21-82 Livable wages required.

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

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

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

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

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

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

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

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

21-83 Applicability.

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

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

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

21-84 Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Reasonable attorneys' fees and costs.

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

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

21-85 Other provisions.

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

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

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

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

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

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

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

21-86 Exemptions.

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

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

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

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

21-87 Severability.

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

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

21-88 Annual reporting.

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

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

(Ord. of 10-21-13)

21-89 Effective date.

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

(Ord. of 10-21-13)

EXHIBIT D

ARTICLE VII. OUTSOURCING

21-90 Policy.

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

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

21-91 Definitions.

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

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

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

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

21-92 Implementation.

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

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

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

21-93 Exemption.

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

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

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

21-94 Enforcement.

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

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

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

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

21-95—21-99 Reserved.

EXHIBIT E

ARTICLE VIII. UNION DETERRENCE

21-100 Policy.

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

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

21-101 Definitions.

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

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

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

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

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

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

21-102 Implementation.

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

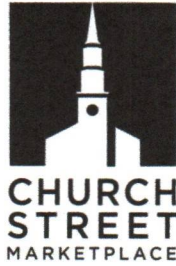
(Ord. of 3-27-06/4-26-06)

21-103 Enforcement.

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

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

21-104—21-110 Reserved.



**EXHIBIT A
BID AND WORK PLAN**

**REQUEST FOR PROPOSALS - SNOWPLOWING AND REMOVAL
FOR THE CHURCH STREET MARKETPLACE DISTRICT,
October 2023 – April 2026**

Please complete the information requested below and send to Church Street Marketplace electronically as directed in the Request for Proposals by June 7th 2023. Late submissions will not be accepted.

Bid (Proposal and Work Plan) of J. Labrecque LLC
(Name of Your Company)

The Bidder, in compliance with the Marketplace's request for snowplowing and removal bids and work plans, having examined relevant documents, and being familiar with all the conditions surrounding the project, hereby proposes to furnish snowplowing and removal equipment and labor for the Marketplace during the winters of 2023 - 2026 in accordance with the contract documents and the price stated below. This price is to cover all expenses incurred in performing the work performed under the contract.

A. BID PRICE.

Year 1: 2023-2024:	\$ <u>55,700.00</u>
Year 2: 2024-2025:	\$ <u>57,400.00</u>
Year 3: 2025-2026:	\$ <u>60,000.00</u>

B. EQUIPMENT

The Bidder lists below equipment owned by the Bidder, showing each piece of equipment required by the Marketplace and the price for each by hour (including operator):

1. Equipment with operator:

Type: Tracked Skid Steer
Size: CAT 287 (10,000 lbs) CAT 257 (7,500 lbs)

Number: 3 Skid steers - \$130/HR - 287

\$115/HR - 257

2. Equipment with neoprene blade and operator:

Type: Tracked skid steers - 3 machines - 8' pusher, 10' pusher, 9.5' angle blade

Number: \$130/HR or \$115/HR (287 or 257)

3. Dump trucks with operators:

Size(s): 15 yard - 1 truck - 5 yard - 1 truck

Number: \$110/HR - 15 yard truck - \$85/HR - 5 yard truck

4. Other equipment owned by the Bidder (with sizes, numbers), which the bidder believes would be helpful for performing the work.

30 HORSE POWER TRACTOR
THREE DOW TRUCKS

C. WORK PLAN

Bidder will perform 80 % of the work with its own forces. If less than 100%, the sub-contractors are listed below (showing detail as to the work each sub-contractor will perform): 33D SNOWBLOWING - LOADS TRUCKS W/ TRUCK

ACKER WASTE MANAGEMENT - SUPPLIES TRUCKS FOR REMOVAL
Supervisory Work Experience. The name of the project manager /working supervisor to be assigned to the project are listed below. JESSE LABRECQUE

Name of Project Manager/Working Supervisor: JESSE LABRECQUE

Years of experience supervising snow removal contracts: 15 years of snow removal

D. OTHER

1. Has the Bidder ever been terminated during mid-contract on any snow removal project? If so, when, where, and why?

NO

2. Does the Bidder offer early payment discount on its invoices? If so, how much and on what terms?

NO

3. References (three or more):

- i. MATT WALKER - UVM Grounds Supervisor (Snow Removal at UVM)
ii. JIM DALY - CHURCH ST MARKET PLACE
FOREMAN

iii. Jason Hotchins - Owner - Landshupes

4. Bidder's complete name, contact name, address, phone number and e-mail:

Business Name: J. Lubrecque LLC

Contact Name: Jesse Lubrecque

Business Address: 294 Westford Milton Rd

City/State: Westford, VT

Phone: 802 - 578-6006 / 802-242-DIRT

Email: Jesse @ get dirt vt. com



To: Board of Finance, City Council
From: Mary Danko, Library Director
Date: August 1, 2023
Re: Fletcher Free Library Security Guard Contract FY24

1. PURPOSE

This memo seeks approval to continue the contract for the Fletcher Free Library's (FFL) security services with Chocolate Thunder for FY24 by invoking the option of Sole Source Vendor.

2. BACKGROUND

The library has engaged security services for approximately the past 12 years. Security services ensure the safety of staff, volunteers, and our community members using the library. Security services cover all of the open hours of the library. The library is a busy public space serving the needs of all members of the community.

Considerable efforts have been made over the past few years to work with Chocolate Thunder in de-escalation skills and in promoting partnerships with various social service agencies throughout our community to serve our patrons.

The Library is committed to ensuring that it is a welcoming place for everyone. This includes ensuring everyone follows our library ordinance. The Library writes trespasses when necessary. Trespasses may be worked through using Restorative Justice or may be appealed. Appeals go to the Library Director and if there is still no consensus, the appeal may then go to the library commission. Our goal is to have everyone be able to use the library safely and comfortably. Ensuring that it is welcoming for everyone entails ensuring that all rules are followed. The library staff and security do this with kindness, thoughtfulness, and compassion.

It should also be noted that the library has restarted their Community Partners desk, which was paused during the pandemic. Various agencies are scheduled at our Community Partners table in our main reading room. This helps to build relationships with patrons who may be in need of services. Examples of our partners are Age Well, Veterans Outreach, Turning Point, and Spectrum. We are always working to help our patrons who are experiencing challenging issues.

The Board of Finance approved a Security Contract with Chocolate Thunder for the past 4 years. This year, there is an increase in the hourly rate. Chocolate Thunder has been a quality vendor in providing excellent security services to the Library. Security staff work with Library Staff, Howard Street Outreach, & the Burlington Police Department when needed to ensure that the Library is accessible and suitable for everyone.

4. FUNDING SOURCES, BUDGET & ESTIMATE

This dedicated line amount was approved through the Fletcher Free Library's FY24 City of Burlington Mayor's Recommended Budget/City Council budgeting process for Operating budget line 6500_103: \$ 145,180.00

Chocolate Thunder's hourly rate is \$45.00 per hour. This will total approximately \$ 135,720.00 for the Fiscal Year. This allows for approximately a 7% contingency amount. Contingency may be used to use extra Security services for after hours and holiday programming.

The Library received Sole Source approval from CAO Katherine Schad as there is almost no capacity in the security community in Burlington to take on new clients. We cannot risk the safety of our employees and constituents by losing our relationship with our existing provider.

5. DEPARTMENT RECOMMENDATIONS & MOTIONS

Board of Finance:

"To approve and recommend that the City Council approve the execution of a Contract Agreement and any related documents needed to carry out said contract with Chocolate Thunder, LLC, for a 1 year contract of security guard services for the Fletcher Free Library at a rate of \$45.00 per hour in an amount up to \$135,720.00 with a contingency of \$9,450.00 for a total maximum limiting amount of \$145,180.00, and to authorize Mary Danko, Director of the Fletcher Free Library, to execute the contract and any related documents needed to carry out said contract, upon final review and approval of the City Attorney's Office."

City Council:

To authorize Mary Danko, Director of the Fletcher Free Library, to execute a Contract Agreement and any related documents needed to carry out said contract with Chocolate Thunder, LLC for a 1 year contract of security guard services for the Fletcher Free Library at a rate of \$45.00 per hour in an amount up to \$135,720.00 with a contingency of \$9,450.00 for a total maximum limiting amount of \$145,180.00, subject to final review and approval of the City Attorney's Office.

CITY OF BURLINGTON CONSULTANT CONTRACT

This Consultant Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and [Chocolate Thunder LLC] (“Consultant”), a Vermont corporation located at [62 Staniford Rd. Burlington VT 05408].

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 providing security detail at the Burlington Fletcher Free Library
- E. **“Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained 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 security services for the Fletcher Free Library.

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 [June 30, 2024] or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

The Fletcher Free Library is a 48,000 square foot facility with 4 floors and outdoor grounds. The scope of work includes that the contractor will assist the Library staff in maintaining an orderly atmosphere conducive to library study and enjoyment, and to also provide protection for library users, staff, materials, furniture, equipment, and premises. All public areas of the library, inside and outside, are to be patrolled and its security cameras are to be monitored.

The contractor will

- Maintain a friendly professional presence;
- Maintain an orderly atmosphere conducive to library use and enjoyment
- Assist the Staff in enforcing the Library rules specified in Burlington Code of Ordinances §§ 21-27 and 21-43 and serve Notices of Prohibited Behaviors and Trespass against library users who violate these rules

(see <https://www.codepublishing.com/VT/Burlington/>)

- Deal with disruptive, offensive, or inappropriate behavior in a respectful and tactful manner
- Deal with unattended or under-attended children in a respectful, tactful, and kind manner
- Direct unruly persons out of the building
- Assist the Librarian in Charge in dealing with serious, suspicious, or troubling behavior
- Work and communicate with library staff, police and other public safety personnel
- Assist in emergency situations
- Safeguard library staff, customers, and property
- Patrol interior of building and exterior grounds with a focus on problem areas
- Participate in closing, vacating and securing library facility
- Maintain daily general record and statistical logs
- Check the restrooms for vandalism or inappropriate activities
- Write trespasses as needed
- Record incident and non-incident documentation as needed

- Put out & put away tables and chairs when weather appropriate
- A. The contractor will maintain a cooperative working relationship with the Library, a relationship that allows for dynamic feedback and response to concerns, issues, or pairings of guards with locations that do not meet the library's needs. This will include periodic reviews with the Library Director or her or his designee and how security guards will be periodically reviewed. Please note that no part of the contract may be subcontracted.
 - B. The Library is open on all days except the following holidays: January 1, MLK Day, President's Day, Memorial Day, Juneteenth, July 4, Bennington Battle Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving, December 25. The days the Library is closed, including for holidays, may vary and are subject to change. Security may be requested on those days on an as-needed basis. The hourly rate for working on the holiday will be \$63.75. The Library may be open on Town Meeting Day and this is not considered a holiday for this contract.
 - C. All work must be performed in accordance with applicable rules, regulations, codes, and ordinances of local, state, and federal authorities, including the City of Burlington's Livable Wage Ordinance.
 - D. 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 \$ 145,000.00. The City shall not be liable to Consultant for any amount exceeding the maximum limiting amount without duly authorized written approval.
 - E. Invoice. Consultant shall submit one copy of each invoice, including rates and a detailed daily breakdown. 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.
 - F. The Contractor will act in an independent capacity and not as officers or employees of the Municipality. The Contractor shall indemnify, defend and hold harmless the Municipality and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.
 - G. The Municipality is responsible for its own actions. The Contractor is not obligated to indemnify the Municipality or its officers, agents and employees for any liability of the Municipality, its officers, agents and employees attributable to its, or their own, negligent acts, errors or omissions.

- H. **PUBLIC RECORDS:** Any and all records submitted to the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act. The determination of how those records must be handled is solely within the purview of City. All records considered to be trade secrets, as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act, shall be identified, as shall all other records considered to be exempt under the Act. It is not sufficient to merely state generally that the proposal 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.
- I. The City reserves the right to terminate this agreement at will, without any prior cause or reason, by providing the Contractor with a written notice of termination. The notice period for termination shall be 60 days from the date of receipt of the termination notice by the Security Company.

5. PAYMENT FOR SERVICES

- A. **Amount.** The City shall pay the Consultant \$45.00 per hour.

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

- J. **Payment Schedule.** The City shall pay the Consultant the hourly rate worked and billed by invoice on a monthly bases. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested.

B.

- 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 \$[145,180.00]. 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:

Cindy Carey (ccarey@burlingtonvt.gov) 802.540.2581

Fletcher Free Library

235 College St.

Burlington, VT 05401

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 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

- 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.

— 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.

Consultant
Chocolate Thunder Security

By: _____

Date: _____

City of Burlington
Fletcher Free Library

By: _____
Mary Danko, Library Director

Date: _____

Attachment A:
Request for Proposals dated [REDACTED]

DRAFT

Attachment B:
Consultant's Response to Request for Proposals dated [REDACTED]

DRAFT

**Attachment C:
Burlington Standard Contract Conditions For Consultants**

DRAFT

**Attachment D:
Burlington Livable Wage Ordinance Certification**

DRAFT

**Attachment E:
Burlington Outsourcing Ordinance Certification**

DRAFT

**Attachment F:
Burlington Union Deterrence Ordinance Certification**

DRAFT

**Attachment G:
Consultant's Certificate of Insurance**

DRAFT

Board of Finance and City Council Submission ChecklistDepartment: Fletcher Free Library Submitter: Mary DankoTitle/Subject: Fletcher Free Library Chocolate Thunder Security Services Contract

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	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	8/2/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	8/2/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	8/1/2023	CA Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/1/2023	CA Pellerin
CAO has reviewed budget, financing, and memo	Yes	8/1/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Phillip Peterson, PE, Public Works Engineer
Corey Mims, PE, Senior Public Works Engineer
Dora Bean, Associate Public Works Engineer

DATE: August 7, 2023/August 14, 2023

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE, Assistant Director of Public Works/City Engineer
Laura Wheelock, PE, Senior Public Works Engineer

RE: CY23 Paving Contract Amendment for Additional Patching Work

Request

The Department of Public Works ("DPW") seeks approval and authorization from the Board of Finance and City Council to execute a contract amendment with Engineers Construction Inc. for the Calendar Year 2023 Paving contract with the following:

1. \$254,449.00 for enhanced patching.
2. \$47,805.00 for additional asphalt on Walnut Street.
3. \$35,000.00 for speed hump work on South Prospect Street
4. \$33,725.00 in additional contingency for this new work
5. Totaling \$369,704.00; which results in a new project budget totaling \$2,067,187.30.

This additional \$369,704 is separate from the contracted and ongoing CY23 paving and patching contract which the Council approved earlier this year.

Enhanced Patching:

DPW Staff conducted a thorough assessment of Burlington's roads to identify areas in need of patching. Based on this information on June 26, 2023 City Council approved an addition of \$.005 to the dedicated Street Capital and Greenbelt tax to increase patching and paving in the 2024 construction season. DPW Staff are now requesting use of additional funding to proceed with the enhanced patching work.

Instead of attempting to repave entire streets, which may be financially unfeasible with our current budget, we will utilize the additional requested funds to focus on targeted patching and repair. This approach involves prioritizing specific problem areas on deteriorated streets and patching them strategically. By addressing these high-priority sections, we can extend the lifespan of the overall street network while making efficient use of the available funds.

Walnut Street Additional Asphalt:

In preparing initial estimate for Walnut Street, it was anticipated the existing roadway surface was the standard 3 inches of asphalt surface thickness for a residential street. Given recent experience on the CY22 Paving Contract with encountering insufficient asphalt thickness, DPW Staff further reviewed the CY23 Paving Contract street list and identified that the Walnut Street roadway had 1 ½" base course and not 3 inches of asphalt as originally anticipated. To correct this roadway thickness issue, the City will need to place an additional layer of asphalt to properly redevelop Walnut Street's road surface. Given the cost for the additional asphalt on Walnut Street exceeds 20% of the existing CY23 Paving contingency, DPW Staff are requesting authorization to allocate additional street capital funds to complete the additional work and reestablish the CY23 Paving Contract contingency

South Prospect Speed Humps & Asphalt Patching:

During this spring's Staff patching assessment; outdated and deteriorated vertical rumble strips were identified as needing repair on South Prospect Street. This style of rumble strip is considered to be an outdated and less effective traffic calming feature. Upgrading deteriorated and outdated traffic calming features is a crucial step in maintaining our existing traffic calming infrastructure. Traffic calming features are designed to reduce vehicle speeds, minimize traffic accidents, and create a safer environment for all road users. Over time, these features deteriorate due to wear and tear, and advancements in traffic engineering standards suggest upgrades to current standards. Upgrading the vertical rumble strips to our current standard of speed humps is an investment in the long-term safety of the South Prospect neighborhood, and an investment in patching the road surface which will extend the lifespan of the street.

CY23 Paving Enhanced Patching List

The following list approximates the patching work we hope to accomplish. We acknowledge the extent of deterioration on some streets may be more severe than initially assessed. Therefore, we need to remain flexible and be prepared for unforeseen challenges. Depending on the progress and the actual cost of repairs, we may need to adjust our plans to remove portions of streets and/or identify additional streets which can be included in the repair program. This flexibility will help us maximize the impact of our efforts while staying within budgetary constraints.

Street	Total Area (SF)
Cherry Street	9,196
Cottage Grove	2,400
Ferguson Ave.	6,711
Lakeside Ave.	7,806
North Avenue	1,736
Rivermount Terrace	6,906
Saratoga Avenue	4,849

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South Prospect	7,254
South Union Street	2,746
Staniford Road	4,099
Van Patten Parkway	5,579
Woodbury Road	1,212
TOTAL:	53,703

Funding Sources for CY23 Paving Project

DPW Staff proposes to use \$335,979.00 in Street Capital funding approved under the FY24 annual budget approval allocation to go towards street reconstruction. The additional \$35,000 will also come from Street Capital to address the failing traffic calming, see Attachment-1. These funds were also approved under the FY24 annual budget process and address smaller maintenance needs within the City.

Attachments

1. Budget amendment.

Questions

Thank you for your consideration of these requests. If you have any questions, please feel free to contact: Phillip Peterson: ppeterson@burlingtonvt.gov, (802) 598-8356.

Motions

Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute an amendment to the Calendar Year 2023 Paving Program contract with Engineers Construction Inc. in the additional amount of \$337,254.00, bringing the total contract value up to \$1,893,552.45, and authorize the use of \$173,634.85 in contingency funds to be available to use toward any necessary future contract amendments, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$2,067,187.30.
2. To approve and recommend that the City Council authorize the Chief Administrative Officer or designee to affect all necessary budget amendments and transfers of funds, as described in the attached budget amendment form, for a total of \$35,000 in street capital funds to be used to complete the CY23 Paving Program project.

City Council:

1. To approve and authorize the Director of Public Works to execute an amendment to the Calendar Year 2023 Paving Program contract with Engineers Construction Inc. in the amount of \$337,254.00, bringing the total contract value up to \$1,893,552.45, and authorize the use of \$173,634.85 in contingency funds to be available to use toward any necessary future contract amendments, and further authorize execution of any such

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necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$2,067,187.30.

2. To authorize the Chief Administrative Officer or designee to affect all necessary budget amendments and transfers of funds, as described in the attached budget amendment form, for a total of \$35,000 in street capital funds to be used to complete the CY23 Paving Program project.

Department: DPW **Requested by:** Laura Wheelock **Date:** DRAFT for BOF/CC

Dept. Approval _____

Mayor Date (25K - 50K)

[illegible]

Board of Finance and City Council Submission ChecklistDepartment: Public Works Submitter: Dora BeanTitle/Subject: CY'23 Paving Contract Amendment for Patching

	Approval:	Meeting Date:
☐	Board of Finance	8/7/2023
☐	City Council	8/14/2023
☐	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	8/1/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	8/3/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	8/3/2023	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/3/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	8/3/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



Memorandum

Date: August 7, 2023/August 14, 2023

To: Burlington Board of Finance / City Council

From: Corey Mims, P.E., Senior Public Works Engineer

CC: Norman Baldwin, P.E., Assistant Director/City Engineer
Chapin Spencer, Director

Subject: Champlain Parkway – Design Contract Amendment No. 18 with Clough, Harbour & Associates

REQUEST

The Burlington Department of Public Works (DPW) respectfully requests Board of Finance and City Council authorize the execution of a Contract Amendment (No. 18) with the Champlain Parkway project design engineers, Clough Harbour & Associates (CHA), increasing the contract amount by \$520,826.34 to \$13,992,929.18. The local match obligation of 2% will be an additional \$10,416.52 for this amendment – totaling \$279,858.59 over the life of the contract.

EXECUTIVE SUMMARY

As City staff managing the project, we at DPW understand the importance of having design contracts stay within the Maximum Limiting Amounts (MLA) authorized under the associated Cooperative Agreement between the City of Burlington and the Vermont Agency of Transportation.

DPW has nearly exhausted the financial limits of the current design contract with CHA. Based on the current expenditures under this contract, DPW anticipates the previously authorized contract funds will be fully expended by mid-August. Without an executed contract amendment, the consultant and their sub-consultants will stop work on this project.

DPW seeks the timely authorization to amend the existing contract with CHA to continue response to requests for information (RFIs) and construction phase services through completion of the Initial Construction Contract.

As the project has progressed, new challenges have arisen which required additional efforts from the design engineering consultant and their sub-consultants which were not anticipated under previous amendments. Additional tasks were required in order to complete the detailed bid review, coordinate design changes with Champlain Water District and coordinating design elements with adjacent property owners. The Contract Amendment No. 18 provides continued engineering support, which includes the following tasks:

- Provide general support, project management and coordination
- Provide construction phase services for the initial construction contract including shop drawing review, response to request for information (RFIs) and site visits

- Provide environmental permit and legal support
- Provide additional environmental consulting support

Contract Background

CHA serves as DPW's design consultant for the Champlain Parkway Project. The City's design contract with CHA was originally issued on October 14, 1999 in the amount of \$1,421,581.01. Since that time, a series of contract amendments have been issued to CHA; DPW staff are currently working from Amendment No. 17 which was executed on September 17, 2021. The total contract amount under Amendment No. 17 is \$ 13,472,102.84, of which the City's share is 2% under the local match obligation. The other 98% of these costs is reimbursed to the City at the rate of 95% Federal and 3% State funds.

The following is a history of prior contracts and amendments the project has been working under:

CHA Amendment No 17, dated July 30, 2021
 CHA Amendment No 16C, dated July 26, 2021
 CHA Amendment No16B, dated April 27, 2021
 CHA Amendment No16A, dated December 21, 2020
 CHA Amendment No.16, dated May 19, 2020
 CHA Amendment No. 15, dated November 7, 2019,
 CHA Amendment No. 14, dated June 24, 2019,
 CHA Amendment No. 13C, dated May 8, 2019,
 CHA Amendment No. 13B, dated March 21, 2019,
 CHA Amendment No. 13A, dated December 19, 2018,
 CHA Amendment No. 13, dated November 3, 2017,
 CHA Amendment No. 12A, dated September 19, 2017,
 CHA Amendment No. 12, dated May 16, 2017,
 CHA Amendment No. 11, dated May 4, 2017,
 CHA Amendment No. 10, dated February 9, 2017,
 CHA Amendment No. 9, dated May 31, 2016.
 CHA Amendment No. 8, dated February 18, 2016.
 CHA Amendment No. 7, dated July 1, 2015,
 CHA Amendment No. 6, dated December 16, 2014,
 CHA Amendment No. 5, dated September 24, 2013,
 CHA Amendment No. 4, dated, June 5, 2013,
 CHA Amendment No. 3, dated November 30, 2012,
 CHA Amendment No. 2, dated November 18, 2010,
 CHA Amendment No. 1, dated May 9, 2003,
 Original signed CHA agreement, dated October 14, 1999.

Project Funding

Work performed under this contract amendment will be eligible for reimbursement at the project's funding split of 95% Federal, 3% State and 2% Local Match as outlined in the Cooperative Agreement, and its Amendments, between the State of Vermont Agency of Transportation and the City of Burlington. Cooperative Agreement Amendment No. 7, authorized by City Council on June 3, 2019, secured additional funding for the construction phase of this project by increasing the grant amount to \$43,678,600.

Amendment #18

The proposed Amendment No. 18 will increase the current contract amount by \$520,826.34, from \$13,472,102.84 to \$13,992,929.18. The local match obligation of 2%, for Amendment 18 will be \$10,416.52 (\$520,826.34 x 0.02), which is budgeted within the Street Capital fund.

For up to date information on the Champlain Parkway project, please visit the project website: www.champlainparkway.com. Please don't hesitate to reach out with any questions.

ATTACHMENT

A. Proposed Design Contract Amendment No. 18 with Clough, Harbour & Associates

MOTIONS

Action for Board of Finance:

To approve and recommend that the City Council authorize the Director of Public Works to execute Contract Amendment Number 18 to the contract with Clough Harbour & Associates for engineering design services for the Champlain Parkway project, increasing the total contract amount by \$520,826.34 and the local match obligation by \$10,416.52, for a total authorized contract amount not to exceed \$13,992,929.18 and a local match obligation in the amount of \$279,858.59, subject to review and approval by the City Attorney's Office.

Action for City Council:

To authorize the Director of Public Works to execute Contract Amendment Number 18 to the contract with Clough Harbour & Associates for engineering design services for the Champlain Parkway project, increasing the total contract amount by \$520,826.34 and the local match obligation by \$10,416.52, for a total authorized contract amount not to exceed \$13,992,929.18 and a local match obligation in the amount of \$279,858.59, subject to review and approval by the City Attorney's Office.



July 17, 2023

Norman Baldwin, P.E.
City Engineer and Assistant Director
City of Burlington
Department of Public Works
645 Pine Street, Suite A
Burlington, VT 05402

Re: Champlain Parkway; Southern Connector MEGC – M5000 (1); CHA File: 8659.

Dear Mr. Baldwin:

By way of this letter, we are requesting Amendment No. 18 to our agreement to continue to provide engineering services under the above-referenced project by and between the City of Burlington DPW and Clough Harbour & Associates LLP (CHA). As requested, we have prepared the scope and the contract total for this amendment request to provide continued engineering support to the City of Burlington DPW related to:

- Task 1: Initial Contract/PM/Coordination (tasks not included previously involving the Initial Contract or efforts to support it)

This Amendment No. 18 request totals additional compensation of \$520,826.34 for CHA. This request will increase the Maximum Limiting Amount for the Agreement from \$13,472,102.84 to \$13,992,929.18.

If you have any questions or require additional information, please contact Dale Gozalkowski or me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Faulkner', with a long horizontal flourish extending to the right.

Robert Faulkner, P.E.
Partner

A handwritten signature in black ink, appearing to read 'Dale E. Gozalkowski', with a small dot at the end.

Dale E. Gozalkowski, P.E.
Project Manager

Assumptions

- This amendment request addresses aspects of the project's design and advancement which involve only the Initial Contract. Any changes to the project's design and advancement of the Final Contract covered by prior contractual language or amendments to it will be addressed in a separate request.
- No new state or federal environmental permits will be applicable to the construction of the Parkway.
- No additional traffic modeling will be required prior to opening any phase of the Initial Construction Contract.

Task 1: Initial Contract/PM/Coordination (tasks not included previously involving the Initial Contract or efforts to support it)

- Efforts to review, analyze and prepare an unprecedentedly difficult and thorough recommendation to accept the Initial Contract's bid. This bid advertisement period began on February 4, 2022 with a bid opening on March 18, 2022 and it coincided with the period in time between the approval of the Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Jobs Act) approval in November 2022 and the federal funding authorization in the Spring 2023.
- Champlain Water District (CWD) water main coordination and evaluation of potential design changes. This includes meetings on December 10, 2021, December 20, 2021 (with VTrans ROW), March 8, 2022, and July 18, 2022, more meetings, May 31, 2023 and June 8, 2023 with involving City legal.
- CHA coordinated with the SDK team to incorporate the results of the ground-penetrating radar (GPR) location of the existing water main into the Parkway's MicroStation files. Based on CWD personnel's preferences and recommendations, revised design iterations were generated to satisfy their stated preferences regarding the location of the existing water main and minimum and maximum soil cover, the proximity to proposed crossing drainage structures, modified drainage patterns, changes to the width of proposed path, addition of guardrail and steepened slopes to allow the shared-use path to be constructed within the proposed right-of-way and respective easements obtained for the Parkway project, elimination of cross culverts to avoid placing Parkway cross culverts over their water main.
- Contract's traffic signal design including changes to incorporate MioVision traffic detection and management instead of the emergency vehicle preemption/transit signal prioritization provisions included in the PIFs and Initial Contract's proposed design; painting the proposed traffic signal equipment including the mast, cantilever arms, controller cabinet black; mounting the meter on a separate post near the respective controller.
- Additional engineering support during construction tasks included the coordination of the highway-rail grade crossing tasks, schedule and strategy for the Spring 2023 construction,
- Coordination meetings with the SDK team involving constructing the highway-rail grade crossings at Home Avenue and Flynn Avenue including weekly meetings with VRS, the City, VTrans, WSP, and the SDK team including their subcontractors beginning from March 1, 2023 through June 28, 2023.
- Foster Street swirl chamber coordination due to right-of-way considerations and elevated efforts to work with the landowners
- Batchelder Street drainage assessment and change to consider landowner's specific request to maintain their existing landscaping and considering the proposed drainage strategy in this area
- Ferguson Street cul-de-sac assessment and change to consider the landowner's specific request to minimize the impacts to their existing landscaping and property features. This involved shifting the proposed location of the cul-de-sac from the position depicted in the design plans.
- 405 Pine Street development and Parkway modification considerations. Pine Street shared-use path, sidewalk access ramps, curb radii and driveway width, separation of consecutive crosswalk markings including meeting with 405 Pine Street team on May 10, 2023. Also, considered about access to the transformer using the Pine Street shared-use path. Relocated midblock crosswalk which necessitated the redesign of the sidewalk access ramps, establishing a new eastern Pine Street curb including bump out curb return, and drainage modifications.

- Changes to the water and sewer system after the Initial Contract's award to the SDK team. This includes Flynn Avenue and Lakeside Avenue. Some of these changes were incorporated due to the continued development or other changes in the vicinity of the Parkway alignment that made it prudent to incorporate these changes.
- Notice of Intent (NOI) and Notice of Establishment (NOE) related to the changes to the highway-rail grade crossings associated with the Quiet Zones
- CHA legal support for the June 17, 2022 federal court hearing to allow the Initial Contract to begin construction. Virtual strategy meetings, prepare and review key information to be submitted to the Court by others, performing calculations and creating graphics to support this information. Meetings with legal team including May 2, 2022, May 27, 2022, June 9, 2022, June 15, 2022 and June 16, 2022.
- CHA provided legal support to create the Administrative Record including obtaining project deliverables, emails and general correspondence from CHA's servers and providing them using a secure file transfer protocol for use by federal, State and Burlington's legal team. This resulted in thousands of pages of project materials being located, reviewed, and ultimately loaded for the legal team's use. Meetings to discuss efforts, materials located and content including April 6, 2022 and April 13, 2022.
- As part of settlement offers, CHA evaluated several design alternatives including those to change the cul-de-sac at the southern end of Pine Street. These design alternatives included a pedestrian bridge on Pine Street over the proposed Parkway and a transit bridge on Pine Street over the proposed Parkway. Other design alternatives involved modifications to the Parkway and Lakeside Avenue including the entrances to Fortieth Burlington and the DPW. Other topics included modifying the Parkway design features between Home Avenue and Lakeside Avenue to become more of a complete street and possibly even consolidating these parallel roadways.
- 453 Pine Street development and Parkway modification considerations. Multiple driveway access points to Pine Street and multiple pedestrian access points to the shared-use path
- Petra Cliffs development coordination with driveway, curb, water and sewer modifications.
- Flynn Avenue driveway and utility pole changes to accommodate a landowner's request. This is the parcel with the World's Tallest Filing Cabinet. Evaluated truck turning movements, verified duct back locations, and impacts to marked parking stalls
- Address 97 Briggs Street drainage consideration based on actual field conditions observed flooding in yards areas in the Spring 2022.
- Active participated in the South End Construction Coordination meetings and synchronized public messaging involving the City and VTrans. These meetings with held with the City, VTrans, and the design team on a quarterly basis at a minimum and more often around milestones like the resumption of construction and the legal activities picked up.
- Updated project design for locations where the actual drainage conditions varied from the project base mapping and the BTV Sewer and Stormwater Collection System Mapping GIS database.
- City Market sidewalk, curb apron, and midblock crosswalk changes
- Created site specific fiber optic splice diagram for five interconnected traffic signal system including a connection to the L2/L3 switch inside the Burlington DPW building.
- Reviewed multiple Superpave mix design submissions for various types associated with the placement of bituminous material that was different than included the project's design plans and bid documents.
- Coordination of active warning system considerations during construction due to the delays in obtaining the new railroad gates

Extensive coordination with corresponding contractor submittals has occurred. The following is a partial listing of requests for information, request to review construction aspects that varied from the design plans and bid documents, as well as the contractor submissions requiring design review.

- Non-Compliance report 5 (NCR 5) Mast Arm Pole air entrainment
- Non-Compliance report 6 (NCR 6) Failing 7 Bar Mast Arm Pole 8 and Mast Arm Pole 15
- RFI17 Substitute dense graded crushed stone for sand borrow and cushion
- RFI18 Granular borrow around box culvert
- RFI19 Cover material over geomembrane liner
- RFI20 Job-wide topsoil thickness
- RFI21 Topsoil in Englesby Detention Pond
- RFI22 Structure 203 conflict and associated relocation
- RFI23 CB401 12 inch CGMP
- RFI27 On-logic impervious core
- RFI25 Structures 408 and 409A and related 10" AC pipe
- RFI28 Request to remove air requirement for duct bank concrete
- RFI33 Sheet membrane RFI34 Pull box cover lettering RFI36 Fiber optic splice boxes
- RFI37 Rigid conduits bends
- RFI38 Morse Place and Batchelder Street BED and Communications Coordination
- RFI39 Home Avenue duct bank coordination
- RFI43 Briggs and Flynn Contaminated Water
- RFI44 Ferguson storm existing water conflict
- RFI45 Water main sleeves
- RFI47 Mast arm pole painting RFI52 800 series box culvert design questions
- RFI48 Mast Arm Pole foundation design
- RFI51 Traffic signal advanced detection additional components download actions
- RFI54 600 storm series clarifications
- RFI56 500 storm series
- RFI57 Fiber Splice Diagram
- RFI58 Electrical Conduit Sleeve Concrete Encasement
- RFI59 VT professional engineer stamped signal plans
- RFI62 BED vault #1 location
- RFI64 Traffic signal louver substitution
- RFI65 Overhead utilities
- RFI66 Fiber cable alignment
- RFI67 Briggs Street and Morse Place utility service clarifications
- RFI68 Permeable base substitution for the contractor's preference
- RFI69 Brick paver, permeable paver strip and Flynn Mini Park pavers
- RFI70 Lyman Avenue utility clarifications
- RFI71 Red, Orange, Yellow soil payment clarifications
- RFI72 400, 500, 600 drainage clarifications for Lakeside Avenue and Pine Street (including field meetings to clarify intentions)
- S08 Geopier design submittal
- S09-ADD01 Remaining series 400 drainage structures
- S13 Swirl chamber internals
- S14 Englesby box culvert design
- S15 Storm, sewer, water pipe materials
- S16 Geomembrane liner

- S17 Lakeside sand filter primary outlet structure
- S21 Chain link fence and gates
- S22 Aluminum decorative fence and gates
- S23 Screening fence
- S24 Lakeside Avenue sand filter sediment
- S25 Series 800 drainage structures
- S26 Series 100 drainage structures
- S27 Precast utility vaults (14' x 7' x 7')
- S28 Series 100 precast headwalls
- S30 Trash receptable
- S31 Park bench
- S32 GCC Concrete mix design
- S34 Lakeside sand filter diversion structure
- S35 Series 200 drainage structure fabrication drawings
- S38 Sewer manhole 18, 19, 20 (Sears Lane)
- S39 Class B concrete for duct banks
- S41 Valves, tapping sleeve, Foster adapter sub hydrant
- S43 LSF headwalls
- S48 Englesby South Pond Primary Outlet
- S49 Sewer manhole 14, 15, 15A, 16 and 17
- S54 Englesby South forebay outlet structure
- S55 Sewer manhole 1 through 13
- S58 Swirl chamber concrete structure
- S59 Curb details
- S62 Lyman Street replacement sewer manholes
- S63 Englesby berm structure 4 ft ID
- S69 Foster Street structures
- S71 Domestic water system components
- S73 Junction box heavy duty
- S74 Mast arm pole designs
- S75 Sewer manhole 16A
- S78 Lumec lighting details
- S79 Traffic signal equipment
- S80 Precast concrete grade crossing panels
- S80B-R01 signed precast panel work plan
- S81 Continuous Welded Rail submittal
- S81B Continuous Welded Rail (CWR) materials
- S84 Light pole bases
- S85 Street light anchor bolts
- S86 Rail-highway active warning system components
- S87 Home Avenue Rail-Highway Crossing Active Warning System for the crossing fabrication drawings
- S89 Flynn Avenue Rail-Highway Crossing Active Warning System for the crossing fabrication drawings
- S92 Mast Arm Pole Foundation Design
- S93 Fiber Optic Splice Boxes
- S96 Mast Arm Pole cage fabrication drawings
- S97 600 series drainage structures

- S98 500 series drainage structures
- S99 Concrete lip protection
- S100 Landscape backfill materials
- S101 800 series box culverts
- S106 Brick paver
- S107 Permeable paver strip
- S122 Flynn Mini Park pavers
- S109 Traffic signal mountain hardware
- S112 Grounding details
- Multiple submissions of S111 LED blank out signs
- S115 Mast Arm Pole 8 redesign based on presence of rock ledge
- S119 Water Repellent Silane for use on mast arm poles due to actual constructed conditions
- S120 Polymer surface overlay materials
- Multiple submissions for the S124 (and others) highway-rail grade crossing active warning system and grade crossing surface

Clough Harbour & Associates LLP
STAFFING ESTIMATE
Champlain Parkway MEGC-M5000(1)

TITLE	ASCE (A) or NICET (N) GRADE	Task 1: Initial Contract/PM/Coordination	Task 2: Final Contract/PM/Coordination	PROJECT TOTAL HOURS	PROJECTED HOURLY RATE	TOTAL COST
Senior Principal Engineer	VII (A)	12	0	12	\$105.00	\$1,260.00
Principal Engineer	VI (A)	600	0	600	\$90.00	\$54,000.00
Senior Engineer	V (A)	800	0	800	\$67.00	\$53,600.00
Project Engineer	IV (A)	800	0	800	\$55.00	\$44,000.00
Asst. Project Eng.	III (A)	800	0	800	\$42.00	\$33,600.00
Principal Eng. Tech	IV (N)	84	0	84	\$57.00	\$4,788.00
Senior Eng. Tech.	III (N)	136	0	136	\$44.00	\$5,984.00
Prin. Traffic Engineer	VI(A)	8	0	8	\$85.00	\$680.00
Transportation Engineer	V (A)	16	0	16	\$51.00	\$816.00
Traffic Engineer	II (A)	0	0	0	\$40.00	\$0.00
		3256	0	3256		\$198,728.00

BREAKDOWN OF
AMENDMENT NO. 18

Task 1

Consultant: Clough, Harbour & Associates LLP

Contract No.: E86-218200

Project Name: Southern Connector/Champlain Parkway

Project Number: MEGC-M5000(1)

Last State Audit

Submittal Year 2022

Date 7/17/23

Work Item	Direct Labor	Overhead	Fixed Fee	Direct Costs	Subconsultants	TOTAL
Task 1	\$198,728.00	\$266,295.52	\$55,802.82	\$0.00	\$0.00	\$520,826.34
TOTAL	\$198,728.00	\$266,295.52	\$55,802.82	\$0.00	\$0.00	\$520,826.34

BREAKDOWN OF
AMENDMENT NO. 18 Task 1

Consultant: Clough, Harbour & Associates LLP

Contract No.: E86-218200

Project Name: Southern Connector/Champlain Parkway

Project Number: MEGC-M5000(1)

Last State Audit

Submittal Year 2022

Date 7/17/23

Prime Consultant	Previous Contract Amount	Amendment No. 18 Task 1	TOTAL NEW CONTRACT
Direct Labor	\$3,256,413.14	\$198,728.00	\$3,455,141.14
Overhead	4,808,693.92	266,295.52	5,074,989.44
Fixed Fee	857,046.93	55,802.82	912,849.75
Direct Expenses	299,109.54	0.00	299,109.54
SUBTOTAL	\$9,221,263.53	\$520,826.34	\$9,742,089.87
Subconsultant			
Stantec Consulting Services, Inc.	\$3,190,700.00	\$0.00	\$3,190,700.00
Vermont Survey and Engineering, Inc.	336,256.81	0.00	336,256.81
Werner Archaeological Consulting	78,468.00	0.00	78,468.00
Richard A. Watts, Inc.	16,881.41	0.00	16,881.41
Resource Systems Group	88,927.72	0.00	88,927.72
University of Maine at Farmington	38,142.61	0.00	38,142.61
Saratoga Railroad Engineering, PC	86,320.00	0.00	86,320.00
PR Subconsultant	1,032.82	0.00	1,032.82
The Johnson Company	140,594.00	0.00	140,594.00
VHB	129,140.94	0.00	129,140.94
Hartigan Wastewater Services	114,000.00	0.00	114,000.00
Aquifer Drilling & Testing, Inc.	30,375.00	0.00	30,375.00
SUBTOTAL	\$4,250,839.31	0.00	\$4,250,839.31
TOTAL	\$13,472,102.84	\$520,826.34	\$13,992,929.18

Amendment 18 Breakdown 071723

Board of Finance and City Council Submission ChecklistDepartment: Public Works Department Submitter: Corey MimsTitle/Subject: Champlain Parkway Project CHA Amendment #18

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	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	8/1/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	8/1/2023	Jordan Redell
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 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	8/1/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/1/2023	Kathrine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	CHA Amendment #18
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

Resolution Relating to

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

Resolution _____

Sponsor(s): Board of Finance

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

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

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

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

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

15 WHEREAS, due to the continued impacts of COVID-19, revenues from garages and lots operated by
16 the Public Works Department have decreased, resulting in a significant budget shortfall for several years;

17 WHEREAS, existing Parking Fund balance has been used; and

18 WHEREAS, in furtherance of the City’s continued COVID-19 response measures, by resolution adopted
19 June 27, 2022, the City Council authorized the issuance of a temporary borrowing in the amount not to exceed
20 \$2,500,000 in order to pay the ordinary running expenses of the Parking & Traffic Division, and in particular
21 the Parking Facilities Fund, as there will not be sufficient funds on hand to the credit of the Parking Facilities
22 Fund for the payment of such bills and accounts;

23

Resolution Relating to

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

Resolution _____

Sponsor(s): Board of Finance

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

1 WHEREAS, pursuant to such authorization, the City issued its \$2,500,000 General Obligation Revenue
2 Anticipation Note Traffic Division, Series 2022 (Taxable), which matures September 14, 2023; (the “Prior
3 Note”); and

4 WHEREAS, the Director of the Public Works Department has requested that the City renew such
5 temporary loan in a principal amount of not to exceed \$2,500,000 in anticipation of revenues of the Parking
6 Facilities Fund in order to be able to pay the ordinary expenses of the Parking & Traffic Division.

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

9 The Chief Administrative Officer is authorized to solicit proposals from one or more qualified banks or
10 other financial institutions to provide a loan in the maximum principal amount of up to \$2,500,000 to provide
11 working capital for the Parking & Traffic Division;

12 The City is hereby authorized and directed to borrow an amount not to exceed \$2,500,000 from a
13 reputable bank or commercial lender as the Chief Administrative Officer may approve (the “Loan”), and to issue
14 a revenue anticipation note and pledge the credit of the City for the repayment thereof (the “Note”), for the
15 purpose of refinancing the Prior Note and providing working capital for the Parking Fund. The Note shall be a
16 general obligation of the City and shall mature within one year from the date it is extended to the City. The
17 Loan shall be paid from the revenues received by the Parking Facilities Fund and if such amount is insufficient
18 to pay the Loan, the Loan may be repaid with tax revenues or other legally available funds. If the funds in the
19 Parking Facilities Fund are insufficient to repay the Loan, the Parking & Traffic Division will return to the City
20 Council in a timely fashion to resolve the issue. The Loan may be made on a draw-down basis, repaid and re-
21 borrowed during such one-year period as needed in order to pay the ordinary running expenses of the Parking
22 & Traffic Division; and

23 The Mayor, Chief Administrative Officer and the Banking and Cash Operations Manager are, and each
24 one of them is, hereby authorized and empowered to execute and deliver (i) a loan agreement with the lender to
25 evidence the Loan and the repayment thereof, (ii) the Note in the maximum principal amount of the Loan,
26 together with any renewal notes, as and when the Loan is renewed, if applicable, (iii) such documents and
27 instruments as the lender may request in connection with the Loan, in such form and with such terms as they
28 deem necessary and in the City’s best interest, and (iv) such other documents and instruments necessary or

Resolution Relating to

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

Resolution _____

Sponsor(s): Board of Finance

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

1 convenient in connection with the Loan, subject to prior review by the City Attorney or bond counsel to the
2 City.

3

4 TM/KS/APPROVING THE PLEDGING OF THE CREDIT OF THE CITY IN ANTICIPATION OF THE RECEIPT OF REVENUE FROM THE
5 PARKING AND TRAFFIC DIVISION OF THE PUBLIC WORKS DEPARTMENT/August082023



OFFICE OF THE CLERK/TREASURER 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: Darlene Bayko, Banking & Cash Operations Manager
Chapin Spencer, DPW Director
Re: \$2.5M Revenue Anticipation Note
Date: August 7 and 14, 2023

Background:

As has been noted to these bodies since February 2022, 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 FY21	\$1.2M
COVID Losses	(\$1.0M)
<u>Debt Payment</u>	<u>(\$3.5M)</u>
Deficit	(\$3.3M)

To handle the \$3.3M deficit in May 2022, \$1M of ARPA funds were used to cover COVID losses and BOF and CC approved a \$2.5M Revenue Anticipation Note (RAN) to handle the rest of the debt. This RAN has a one-year term and comes due on September 14, 2023.

Request:

The Parking Facilities Fund is continuing a long, slow recovery from COVID so the CT office, in conjunction with the City's financial advisors, recommends renewing the RAN to allow the Fund to fully recover as it makes payments. The City is finalizing details and may select a RAN with a term from one to three years and based on quotes the interest rate will be below 7.5%. There is not a penalty for prepayment so we will still be working on a long-term (estimated to be a 15 year) solution but this allows us time and flexibility to develop the best one.

The Parking Facilities Fund has budgeted for the required interest payments in the FY24 budget. Feel free to reach out with any questions.



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

Jeffrey A. Padgett, MBA
ASSISTANT DIRECTOR for PARKING & TRAFFIC

Date: August 7, 2023
August 14, 2023

To: Board of Finance
City Council

From: Chapin Spencer, Director of Public Works
Jeffrey A. Padgett, Division Director for Parking and Traffic

Subject: FY24 Parking Garage Security Contract

REQUEST

The Department of Public Works (DPW) seeks Board of Finance approval and recommendation to the City Council to award the FY24 contract for security services in the Marketplace and Downtown Garages to Green Mountain Concert Services with a maximum limiting amount of \$280,000 (including a small contingency). This action also requires approval of an FY24 budget amendment for Fund 265 – Parking Facilities for general ledger line item 19-205-451-6500_103 (Marketplace Garage) from 90,000 to \$140,000 and line item 19-205-455-6500_103 (Downtown Garage) from \$90,000 to \$140,000, for a total budgeted expenditure of \$280,000; to be utilized from currently budgeted net revenues.

BACKGROUND:

The Bids:

In May of 2023, bids were solicited for security services in the Parking Garages. Two bids were received with total estimated cost:

Green Mountain Concert Services (GMCS)	\$273,520
Securitas	\$270,419

The bids were reviewed closely on both an hourly cost basis and total estimated cost basis. This review revealed these bids to be substantively equal and reasonable for the expected scope of work. However, upon review of contract terms proposed by Securitas to enter into a contract, it was determined by DPW leadership and the City Attorney that their bid was not responsive to the terms required by the bid and was thus disqualified.

The GMCS bid was deemed responsive and cost competitive. Thus, staff is requesting award of the contract to GMCS. GMCS has provided security for the garages for many years and has a strong working relationship with garage management. Staff is confident that GMCS will continue to provide quality service.

The Budget:

At the time of FY24 Budget development, the proposed budget was held at the FY23 level due to the many evolving conditions related to security, specifically: 1) the expected increase in hourly rates 2) ongoing negotiations with bidders to determine eligibility and how that may impact operations, 3) the resulting, ongoing reassessment of security staffing needs and 4) the overall health of the Parking Facilities budget (Fund 265). Therefore, to facilitate the budget process, and in an attempt to maintain a “steady state,” the FY24 budget was held at \$180,000. However, after settling the security contract bidding process and assessing the ongoing need for comprehensive security presence in the garages, it was clear that the ongoing security needs demand the same level of coverage as provided in FY23, despite the increase in rates that result in an overall increase in contract cost. This request is to increase budgeted security services \$100,000 to a total of \$280,000 to cover the increased costs necessary to maintain the current level of security coverage.

To cover the additional costs the budget needs to be amended. Because the amendment exceeds the \$50,000 threshold authority of the Mayor and the increase represents an overall increase in budgeted expenses, Board of Finance and City Council approval are required. However, due to the net revenue adopted in the FY24 budget, the increased expenses in this budget amendment still result in a positive budgeted bottom line. The approved FY24 budget for Parking Facilities (Fund 265) had a net revenue of \$121,800, therefore, the additional \$100,000 of expenses results in an adjusted budgeted net revenue of \$21,800.

Given the Parking Facility Fund is still recovering from COVID-related impacts and security needs can change, we will continue to closely monitor our financial performance and security needs in FY’24 and will adjust service levels as needed.

The Security Context:

Security guards are a very important component of our overall and expanding approach to security. In discussions with Downtown stakeholders, they have expressed the expectation for aggressive investment in security services. We responded by adding one full-shift and one half-shift; providing a total of 2.5 shifts that resulted in continuous security cover from noon to 8AM. In previous years the typical security service was a single 8 hour overnight-shift. This requested contract approval and budget amendment represents a 250% increase in both cost and service coverage over the typical/historical service.

Additionally, the Parking Facilities staff have been actively moving forward on a number of physical, management and coordination efforts to improve safety and the overall parking experience in the garages. Some of these include:

- 1) Increased presence of City staff in and around garage public spaces
 - a. Garage Maintenance Staff, daily (with yellow strobe lights)
 - b. Parking Service Agents, daily (with yellow strobe lights)

- c. BPRW Urban Rangers, as available (with yellow strobe lights)
 - d. Police Patrols, as available
- 2) Video Monitoring/Recording
 - a. Repair/replacement/ongoing maintenance of security cameras
 - b. Publicly displayed security camera monitors at entrance/exits
 - c. Recordings are stored by BPD
- 3) Lighting
 - a. Increased brightness
 - b. Upgraded lighting fixtures (incandescent to LED)
 - c. Repaired lighting
- 4) Landscaping
 - a. Removed obstructing and hazardous landscaping at the BHS Building
 - b. Increased trimming at lots
 - c. Flower planting at garages and lots
- 5) Community Coordination
 - a. Regular security meetings with the Hotels and stakeholders
 - b. Burlington High School
 - c. Church Street Marketplace
 - d. Burlington Business Association
 - e. Participation in the weekly Safety and Security Meeting hosted by CSM
- 6) General Upkeep
 - a. Improved fencing and general physical security
 - b. Aggressive Graffiti Control
 - c. Aggressive Cleaning
 - d. Increased Painting
 - e. Aggressive Guano Control
 - f. Cross-departmental coordination of deck sweeping

We are grateful for the support received from BPRW and the Police to reinforce the safety efforts in the garage. We're also very pleased to host the Burlington High School students and staff. We have a strong working relationship with the High School and believe their presence helps to support a safe environment in the Downtown Garage.

MOTIONS

Board of Finance:

To approve and recommend that City Council authorize:

- 1) the Director of Public Works to execute a contract for FY24 with Green Mountain Concert Services for security services at the Marketplace Garage and Downtown Garage for a total authorized contract value not to exceed \$280,000, subject to review and approval by the City Attorney's Office and approval by the Chief Administrative Office for compliance with the City's procurement and expenditure policies; and,
- 2) an FY24 budget amendment for Fund 265 – Parking Facilities for general ledger line item 19-205-451-6500_103 (Marketplace Garage) from 90,000 to \$140,000 and line item 19-205-455-6500_103 (Downtown Garage) from \$90,000 to \$140,000, for a total budgeted expenditure of \$280,000; to be drawn against currently budgeted net revenues.

City Council:

To approve and authorize:

- 1) the Director of Public Works to execute a contract for FY24 with Green Mountain Concert Services for security services at the Marketplace Garage and Downtown Garage for a total authorized contract value not to exceed \$280,000, subject to review and approval by the City Attorney's Office and approval by the Chief Administrative Office for compliance with the City's procurement and expenditure policies; and,
- 2) an FY24 budget amendment for Fund 265 – Parking Facilities for general ledger line item 19-205-451-6500_103 (Marketplace Garage) from 90,000 to \$140,000 and line item 19-205-455-6500_103 (Downtown Garage) from \$90,000 to \$140,000, for a total budgeted expenditure of \$280,000; to be drawn against currently budgeted net revenues.

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Jeff Padgett

Title/Subject: Garage Security Contract and Budget Adjustment - FY24

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	7/31/23	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	8/2/23	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	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	8/2/23	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/2/23	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



MEMORANDUM

TO: Board of Finance / City Council

FROM: Megan Moir, DPW Division Director – Water Resources
Chapin Spencer, Director of Public Works

DATE: August 7, 2023 / August 14, 2023

RE: Request for approval of three contracts related to the River Siphon Break emergency response

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks after the fact approval and authorization ratifying execution of the following contracts related to the River Siphon Break emergency response: an agreement with BP Wastewater for an amount not to exceed \$232,200; an amendment to the Engineers Construction, Inc. Master On-Call Excavation contract for a total amount not to exceed \$775,000; and, an associated Work Assignment Agreement with Engineers Construction, Inc. for an amount not to exceed \$550,000 for the purposes of emergency response and mitigation efforts associated with the break of one of the Winooski River siphon (sewer main) crossings on July 12.

DPW Director Chapin Spencer provided rough estimates of these anticipated costs at the July 17th BOF and July 24th City Council and received prior approval from Chief Administrative Officer Schad to execute contracts as necessary for this emergency effort, with the commitment to return to the BOF and City Council for final approval as soon as possible.

Additionally, the WRD is seeking approval and authorization for rental of equipment directly from the pump rental vendor, Rain for Rent (originally procured by ECI) for an amount not to exceed \$82,980.

BACKGROUND

For a full and up to date accounting of this incident and the City's response, please see <https://www.burlingtonvt.gov/water/WinooskiBreakJuly12> .

After the early morning efforts to re-establish flows from the North Ave trunk line sewer into North Plant, staff immediately began developing plans for emergency mitigation measures to reduce and then halt the remaining flow of sewage into the Winooski

(estimated to be approximately 350,000 to 400,000 gallons/day, not including storm flows).

The first of these plans involved reducing the amount of sewage entering the river by implementing a pumping and hauling plan with 2 sewage pump trucks running continuously 24 hours a day until the temporary force main (see below) could be implemented. These trucks would remove sewage at an “above break” collection point before the sewage entered the river and then haul it to North Plant for treatment. This was intended to be in place until the second phase of emergency mitigation could be implemented. While the City does have a sewage pump truck which was used in the very beginning and periodically throughout the pumping phase, additional contracted resources were needed to allow City equipment and staff to remain focused on regular operations as well as continued emergency response.

The second phase involved the in-house design and then construction of a temporary pump station and approximately 5,000 foot long above ground force main to pump the sewage from the “above break” area to North Plant for treatment. Contractor forces were needed due to the size and scope of the project.

Pump and Haul Phase Contract

City staff contacted three vendors for pricing and availability of resources to run a continuous 2 truck pump and haul process. Pricing is shown below:

Contractor	Price per truck/day (Weekday)	Price per truck/day (Weekend)
Wind River	\$12,296	\$14,616
P & P	\$10,050	\$11,400
BP Wastewater	\$7,500	\$8,400

The lowest bidder, BP Wastewater, was selected as the contractor.

A contract was executed with BP Wastewater to cover up to a two-week period, with a not to exceed of \$232,200, with the approval of the CAO. Since we were able to construct the temporary bypass more quickly than 14 days, there is \$64,350 of contract authorization remaining. This is important to remain in place in case pumping needs to resume due to any issue with the temporary bypass.

Temporary Pump Station and Force Main Contract

The temporary bypass pumping system designed by Water Resources engineers required high capacity pumps and a significant amount of HDPE pipe (at least 5000'). The City reached out to one of its existing on-call contractors, Engineers Construction Inc., who were known to have capabilities of fusing HDPE pipe. One other contractor on our on-call list also has HDPE pipe fusing capability (SDI). Ultimately, a scope of work and contract was executed with ECI due to their having quick turnaround on the pipe materials necessary for this project and demonstrated availability to complete the final components of the basis of design and implement the project.

ECI provided an initial lump sum price of \$537,000 to complete the installation of the pumping system and the approximately 5,000 linear feet of 12" HDPE pipe. The price also includes fueling the pumps (see below) through August 25, 2023. With an additional contingency of \$13,000, the limit on the existing (2020-2023) Main Agreement for On-Call Services was increased to \$775,000 to accommodate this project and a Work Assignment Agreement (#21) with a maximum limiting amount for the project not to exceed \$550,000 was executed with the approval of the CAO.

Pump Rental Services

The pump rental vendor was procured by our bypass construction contractor ECI as part of their design/build services for the construction project. While pump rental as a sub-contract through ECI was considered, ultimately staff determined that directly contracting with the pump rental vendor will be more cost effective and operationally efficient for the City given that the pumping is anticipated to continue until such time that an "in river" emergency repair can be implemented (if feasible). Contracting directly with the rental company will also eliminate the construction contractor mark-up for sub contracted services. As such we are requesting authorization for up to a year (if necessary) of pump and fitting rental plus associated charges services for an amount not to exceed \$82,980, to cover mobilization and demobilization costs, freight, expected service needs, and an approximate 12 months of rental of the 2 pumps and fittings. This amount includes the mobilization and freight costs (\$5122) which have already been incurred and pump and fitting rental since the pump has been installed (delivered on 07/24/2023, operational as of 7/25/2023).

If an "in river" near-term repair is feasible, Water Resources will analyze the risk/benefits associated with removing the rented pumps (but keeping the pipe network) to reduce these expenditures. In the event that we do need to continue pumping, staff will evaluate whether it will be more even more cost effective to purchase pumps outright, in which case we would not need this full authorization.

FUNDING

Given the official disaster declaration DR4720, it is anticipated that at least 75% of these expenses will be covered by FEMA. FEMA funding is a reimbursement-based funding, meaning that the City must cover expenses, paying careful attention to eligibility and documentation requirements, and then file for reimbursement at a future date.

The City will be responsible for 12.5% of projects costs (the other 12.5% to be covered by the State) due to our compliance with the qualifying mitigation measures under the Emergency State Assistance Funding process. If the extent of Vermont damages exceeds certain thresholds (~ \$111 Million statewide), additional FEMA funding will be available (90% costs) and further reduce the remaining local cost share.

These expenses are being tracked in a project in the Wastewater Capital Project Fund 862 separate from the FY24 Wastewater Annual Budget in Fund 480.

The Wastewater Fund has sufficient days of cash on hand to cover these unplanned expenses before receiving the anticipated reimbursements. Regardless of the level of reimbursements, there will be a portion of these expenses that will need to be covered by our utility.

We will be returning to future City Council meetings to request approval for additional expenses – possibly for additional emergency response expenses and certainly for upcoming permanent repairs. We will continue to keep the Council and the community updated on our progress with the permanent repair and the overall financial implications for our utility and ratepayers.

MOTION

Board of Finance:

1. “To approve and recommend that the City Council retroactively authorize and ratify the Director of Public Works’ execution of a contract with BP Wastewater for sewage pumping and hauling services, for an amount up to \$232,200, subject to the review and approval of the City Attorney’s Office.”
2. “To approve and recommend that the City Council retroactively authorize and ratify the Director of Public Works’ execution of the following agreements related to the construction of the temporary bypass pumping system:
 - i. an amendment to the Main Agreement for On-Call Services with Engineers Construction Inc. for on-call repair services for an amount up to \$775,000; and,
 - ii. a Work Assignment Agreement for On-Call Services with Engineers Construction Inc. for construction of a temporary bypass pumping system, assigned pursuant to the above-referenced Main Agreement for On-Call Services for an amount up to \$550,000 inclusive of the Main Agreement limit;

Provided that both such agreements shall not exceed a total authorized amount of \$775,000 combined and shall be subject to the prior review and approval of the City Attorney’s Office.”

3. “To approve and authorize the Director of Public Works to execute an agreement or a series of agreements with Rain For Rent for pump rental services in furtherance of emergency pumping related to the temporary bypass of flows from the Winooski River wastewater pipe failure; and, to retroactively authorize and ratify all such rental costs incurred retroactive to July 24, 2023, provided that the total authorized expenditure under all such agreements shall not exceed \$82,980, inclusive of such rental costs incurred retroactive to July 24, 2023, and

that execution of the same shall be subject to the prior review and approval of the City Attorney's Office."

City Council:

1. "To retroactively authorize and ratify the Director of Public Works' execution of a contract with BP Wastewater for sewage pumping and hauling services, for an amount up to \$232,200, subject to the review and approval of the City Attorney's Office."
2. "To retroactively authorize and ratify the Director of Public Works' execution of the following agreements related to the construction of the temporary bypass pumping system:
 - i. an amendment to the Main Agreement for On-Call Services with Engineers Construction Inc. for on-call repair services for an amount up to \$775,000; and,
 - ii. a Work Assignment Agreement for On-Call Services with Engineers Construction Inc. for construction of a temporary bypass pumping system, assigned pursuant to the above-referenced Main Agreement for On-Call Services for an amount up to \$550,000 inclusive of the Main Agreement limit;

Provided that both such agreements shall not exceed a total authorized amount of \$775,000 combined and shall be subject to the prior review and approval of the City Attorney's Office."

3. "To authorize the Director of Public Works to execute an agreement or a series of agreements with Rain For Rent for pump rental services in furtherance of emergency pumping related to the temporary bypass of flows from the Winooski River wastewater pipe failure; and, to retroactively authorize and ratify all such rental costs incurred retroactive to July 24, 2023 provided that the total authorized expenditure under all such agreements shall not exceed \$82,980, inclusive of such rental costs incurred retroactive to July 24, 2023, and that execution of the same shall be subject to the prior review and approval of the City Attorney's Office."

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Megan Moir/Chapin Spencer

Title/Subject: North Plant Sewer Siphon Break – Various Emergency Response Contracts

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	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	8/1/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	8/1/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	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	8/2/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/1/2023	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



City of Burlington
Department of Public Works
Water Resources Division
234 Penny Lane
Burlington, VT 05401
802.863.4501 P
www.burlingtonvt.gov/DPW

Chapin Spencer
PUBLIC WORKS DEPARTMENT DIRECTOR

Megan Moir
WATER RESOURCES DIVISION DIRECTOR

MEMORANDUM

TO: Board of Finance and City Council

FROM: Megan Moir, DPW Division Director – Water Resources

DATE: August 7, 2023 / August 14, 2023

CC: Chapin Spencer, DPW Director
Martin Lee, PE, Water Resources Engineering Manager

RE: Authorization to Execute Contracts with On-Call Water Resources Excavation Contractors

REQUEST:

The Department of Public Works (DPW) and its Water Resources Division (WRD) are seeking authorization to execute Main On-Call Agreements with three (3) On-Call contractors for water resources excavation projects: BP Wastewater Services, Engineers Construction and SD Ireland Companies. We propose to execute Main On-Call Agreements with a maximum limiting amount of \$200,000 with each of the three (3) qualified contractors, for a total authorized expenditure of \$600,000.

Main On-Call Agreements will extend through 2026 and DPW-WRD will seek to increase these limits if it appears that they are trending towards being exceeded. If the total amount to be spent with any one contractor on any given individual project under this agreement exceeds \$100,000, Board of Finance and City Council approval of that work assignment agreement will be required.

BACKGROUND:

During the course of normal maintenance, repairs or upgrades of Water Resources utilities (water, sewer, stormwater), the City occasionally requires services deemed urgent and/or beyond the capabilities or availability of "in-house" resources. DPW-WRD has had recent success using On-Call contractors through a similar procurement process in 2019 and 2020. With the On-Call Agreements from 2020 set to expire later this year, WRD released a Request for Proposals (RFP) for On-Call Excavation Services in June 2023. The intent is to maintain a list of qualified Contractors willing to contract with the City of Burlington DPW-WRD on an as-needed basis and to establish in advance the unit pricing for compensations of such services.

DPW-WRD sees these On-Call contractors as integral to our success in maintaining infrastructure. These contractors are necessary to supplement DPW forces, especially when work is time sensitive, the work type requires specialized skills or equipment, or due to staffing shortages. Here are some brief descriptions to show examples of urgent repairs previously completed by On-Call contractors:

- Immediate response to a massive water break on Shore Road in the middle of winter. The size of the water break and the limited availability of DPW Water Distribution team members made this a clear candidate for on-call assistance. This emergency repair demonstrates the reliability we have been receiving from on call contractors.
- Prompt response to a large design build project to replace a failing stormwater pipe that was eroding private property in the New North End. The scope of work was not a good fit for our DPW forces because it was a large-scale repair and DPW forces were completing other capital improvement projects in the City.
- Leaky pipe investigation work at the Main Wastewater Treatment Plant. The scope of work included exploratory digging work and resulted in repairing three significant leaks in buried aeration pipes. The scope of work was not a good fit for DPW forces because special equipment was needed and work was completed in winter when many staff are dedicated to snow removal.

CONSTRUCTION CONTRACTOR SELECTION:

WRD issued a RFP this past June and received proposal packages from three (3) contractors – all with a record of success working in Burlington in recent years on water resources utility projects. Contractors provided unit pricing for their services which are in line with typical rates for this type of work. Given the completeness of the proposals, their positive past track record on water resources projects, their comparable rates – and our need to have several on-call contractors during emergency situations as not all may be available – Staff recommends approving on-call contracts with all three contractors.

The On-Call contractors will provide services required to complete work associated with both Emergency/Unplanned maintenance and repairs of City utilities as well as Urgent/Planned projects. The work can include, but not be limited to: installation, replacement, and repairs of water distribution pipes and service lines, valves, hydrants, gravity sewers, sewage force mains, catch basins, manholes, storm pipes, stormwater infiltration systems or rain gardens, pavement failures (sinkholes), and erosional damage throughout the City, including excavation, backfill, paving and site restoration.

The City of Burlington Department of Public Works is seeking to execute Main On-Call Agreements with the following three (3) contractors:

1. BP Wastewater Services LLC
2. Engineers Construction, Inc.
3. S D Ireland Brothers Corporation

On-Call Contractor Implementation through Work Assignment Agreements:

Once Main On-Call Agreements are executed, WRD will then enter into Work Assignment Agreements (WAA) with the selected excavation contractors on an as needed basis. Prior to entering into a WAA, the Director of Public Works or his/her designee will determine if work is appropriate for the On-Call contractors. Availability of in-house AFSCME staff is always reviewed prior to awarding work to an on-call contractor.

Work under this On-Call Excavation Services contract generally falls into two categories –

Emergency/Unplanned Work and Urgent/Planned Work. In the past, Water Resources has executed “standing” Emergency work assignment agreements which have a general scope of work and a modest not to exceed limit (\$20,000) so as to allow for emergency work of a variety of types to proceed quickly (these are often used outside of business hours) based on time and materials pricing under the direct oversight of on-site City personnel. While not previously prescribed, as a process improvement, Water Resources proposes that use of these work assignment agreements be “activated” via an emailed written notification to the firm that specifies the address and type of work associated with the emergency (i.e. water system break, sewer break etc.). For emergencies that exceed the initial threshold (\$20,000), the work assignment agreement will be amended to include a more specific written scope and the work assignment allowable limit. Urgent/Planned Work allows for a little bit more planning and the WAAs will include more defined scopes of work for which the contractor will provide a not to exceed cost estimate.

For Emergency/Unplanned work WRD will work with the first responsive On-Call contractor. For Urgent/Planned work, WRD staff will directly contact contractors on the On-Call contractor list and cycle through the contractors. In all cases, the work will be ordered by the issuance of a WAA which will be paid on a time and materials basis in accordance with the pricing submitted in response to the June 2023 RFP.

MOTIONS:

The Department of Public Works Water Resources Division respectfully requests that the Board of Finance and City Council approve the following motions:

Board of Finance Actions:

1. “To approve and recommend that the City Council authorize the Director of Public Works to execute Main On-Call Agreements with three (3) water resources excavation contractors (BP Wastewater Services LLC, Engineers Construction, Inc. and S D Ireland Brothers Corporation), each with a maximum limiting amount of \$200,000, for a total authorized expenditure of \$600,000, subject to review and approval by the City Attorney.”

City Council Actions:

1. “To approve and authorize the Director of Public Works to execute Main On-Call Agreements with three (3) water resources excavation contractors (BP Wastewater Services LLC, Engineers Construction, Inc. and S D Ireland Brothers Corporation), each with a maximum limiting amount of \$200,000, for a total authorized expenditure of \$600,000, subject to review and approval by the City Attorney.”

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Megan Moir

Title/Subject: On-Call Services for Water Resources Utility Repairs and Excavation Projects

	Approval:	Meeting Date:
☒	Board of Finance	8/7/2023
☒	City Council	8/14/2023
☐	Concurrent	

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Mayor's Office informed and approved memo	Yes	8/1/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	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	8/1/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/1/2023	Click or tap here to enter text.
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