



Board of Finance Meeting - Tuesday, September 5, 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:

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1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 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

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 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 (Consent) Procedural
Recommended Action	open Public Forum close Public Forum

3. Consent Agenda

Subject	3.1. August 7, 2023 Board of Finance Minutes, Draft
Meeting	September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 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) Communication Information Minutes
Recommended Action	approve the minutes
Subject	3.2. Calendar Year 2023 Crack-Sealing Program - Authorization to Award Construction Contract - DPW
Meeting	September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 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 Sealcoating Inc.—doing business as “indus”—for Calendar Year 2023 Crack-Sealing for a resulting contract of up to \$83,954.00 with an additional \$9,200.80 (~9.8%) 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	3.3. Approval of Final Development Budget for the Elmwood Emergency Shelter Community - CEDO
Meeting	September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 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	To approve and retroactively authorize the Director of the Community and Economic Development Office to accept and execute all pertinent documents for the following grant funds for the completion of the Elmwood Emergency Shelter Community: 1. Additional grant funds in the amount of \$4,620 from VLITE; 2. Grant funds in the amount of \$9,900 from the Vermont Community Foundation; 3. Reimbursement funds in the amount of \$81,278 from the Petroleum Cleanup Fund.
Subject	3.4. Security Camera Wiring and Installation - BPRW
Meeting	September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

Category	3. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the execution of a contract with The Royal Group, Inc., for a price not to exceed \$86,243.71, to complete the installation of security cameras, and to authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office
Subject	3.5. Municipal Energy Resilience Program Mini-Grant - BED
Meeting	September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Burlington Electric Department
Type	Action (Consent)
Recommended Action	move to approve and authorize the BED General Manager or their designee, subject to final review and approval by the City Attorney's Office, to accept and execute grant agreements for the State of Vermont Municipal Energy Resilience Program (MERP) Mini-Grant (Grant #: 01155_A172_5401_C_DEPARTMENT_M) in the amount of \$4,000 to fund translation into multiple languages of materials promoting BED's Energy Assistance Program

4. For Approval and Recommendation to the City Council

Subject	4.1. Update on Initial Receipt and Obligation of Nationwide Settlement Opioid Money - CAO and Mayor
Meeting	September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 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	• Agree and recommend to the City Council that it authorize and approve moving all opioid settlement agreement money received to date and all forthcoming into assigned fund balance labeled 'Opioid Money' to be spent only as directed by such agreements, and to further authorize the Chief Administrative Officer or designee to affect all necessary budget amendments and transfers of funds to complete such allocation; and • Agree and recommend to the City Council that it authorize and approve earmarking and expenditure of \$75,000 of opioid settlement agreement money to support VCJR, and further authorize the Chief Administrative Officer or designee to execute an agreement and all other necessary documents to memorialize such expenditure, subject to any necessary review by the City Attorney's Office.
Subject	4.2. Champlain St. Park Renovations Construction, Contractor Contract - BPRW

Meeting	September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 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	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	1. To approve and recommend that the City Council approve and authorize the execution of a contract with Waterman Siteworks, LLC, for a price not to exceed \$163,844.00 for the Champlain Street Park Renovations Construction project, plus a project contingency of \$19,887.50, for a total authorized expenditure in the amount of \$183,731.75, and to authorize Cindi Wight, Director of Parks and Recreation, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office. 2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$10,000.00 in funds from the Penny for Parks unallocated restricted fund balance to the Champlain St. Park Renovations Project as outlined on the Budget Amendment Request form.
Subject	4.3. Lakeview Cemetery Exterior Restoration - BPRW
Meeting	September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 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	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	to approve and recommend that the City Council authorize the execution of a contract with Farrington Construction Company, for a price not to exceed \$238,976.00, to complete exterior restoration at Lakeview Cemetery, plus a project contingency of \$35,846.00 (total request including contingency not to exceed \$274,882.00), and to 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
Subject	4.4. North Winooski Avenue Project and Community Health Centers Parking - DPW
Meeting	September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 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	The Board of Finance recommends the City Council approve the use of \$15,000 of Councilor Initiative Funds for the Community Health Centers to conduct additional geotechnical study and design work for off-street parking adjacent to their facility and authorize the Director of Public

Works to execute an agreement with Community Health Centers to facilitate transfer and terms of acceptance of such funds, subject to review by the City Attorney's Office.

Subject **4.5. Acceptance of VTrans Town Highway Class 2 Roadway Program Grant #P02156 for North Avenue Road Surfacing - DPW**

Meeting September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 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 accept and execute the Town Highway Class 2 Roadway Program Grant #P02156 from the Vermont Agency of Transportation, in an amount up to \$200,000, for the mill and fill of asphalt on North Avenue between Plattsburg Avenue and Staniford Road, where such acceptance includes commitment of local matching funds which equal 20% of the grant award, with such execution of grant documents being subject to the prior review of the City Attorney's Office

Subject **4.6. Budget Amendment for 79 Pine Street Sales Tax Reallocation Funds for the BTC Public Improvements Project - DPW**

Meeting September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 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 use of \$480,052 in 79 Pine St Sales Tax Reallocation funds towards the BTC Public Improvements Project Budget - Great Streets Bank and Cherry Street Project Budget and authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1 in furtherance of securing this reimbursable state funding

Subject **4.7. Acceptance of Grant Agreement (CA0811) for the Congressionally Directed Spending Church Street Side Street - Cherry Street associated with the BTC Public Improvement Project - DPW**

Meeting September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 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 the Cooperative Agreement from the Vermont Agency of Transportation to accept a grant amount of \$12,000,000 for construction of the Church Street Side Street (Cherry) Project, with project costs to be paid upfront by the City of Burlington and then reimbursed by the Vermont Agency of Transportation, with a local match of \$3,000,000 in City funds (20%), for a total project budget of \$15,000,000, subject to approval by the City Attorney's Office.

2. To approve and recommend that the City Council approve the necessary amendments to the BTC Public Improvements Project Budget – Great Streets Bank and Cherry Street Project Budget by adjusting the accounts as described in the affiliated memorandum and attachments and further authorize the Chief Administrative or designee to effect all necessary transfer of funds in furtherance of such amendments.

3. To approve and recommend that the City Council approve and authorize the use of the VTrans At-the-Ready process for Professional Design Consultant Procurement.

Subject	4.8. Authorization to Amend Project Budget and Execute the Construction Contract for East Avenue Traffic Calming - DPW
Meeting	September 5, 2023 - Board of Finance Meeting - Tuesday, September 5, 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 Chief Administrative Officer, or her designee, to affect all necessary budget amendments and transfers of funds from Transportation Capital as needed to create the Traffic Calming project budget in the amount of \$396,320.10 in accordance with the attached Budget Amendment (Attachment 1) for the East Avenue Traffic Calming Project. 2. To approve and recommend that the City Council authorize the Director of Public Works to execute a contract with S.D. Ireland Brothers Corp. in an amount up to \$360,291.00, and any necessary future change orders using up to \$36,029.10 (10%) in available contingency funds, for a total authorized amount of \$396,320.10, for the construction of the East Avenue Traffic Calming project, subject to the review and approval of the City Attorney's Office.

5. Adjournment

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

MEMBERS PRESENT:

Karen Paul (via Zoom)
Ali Dieng (via Zoom)
Joe Magee
Mark Barlow
Katherine Schad (for Miro Weinberger)

OTHERS PRESENT:

Jordan Redell
Kim Sturtevant
Larry Lackey
Nic Longo
David Carmen
Tim Clancy
Brian Pine
Kara Alnasrawi
Mary Danko
Corey Mims
Laura Wheelock
Jeff Padgett
Melo Grant
Megan Moir

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 Magee, SECOND by Councilor Barlow, to amend/adopt the agenda as follows:

- **Remove agenda item 3.4 per Phillip Peterson**

VOTING: unanimous; motion carries (Councilor Dieng absent for vote).

2.0 PUBLIC FORUM

2.1 Verbal Comments

Sharon Bushor noted that Phase 3 of the Airport's home sound insulation installation project is on tonight's agenda, and asked if there have been updates on how Phases 1 and 2 progressed. She also asked about the life expectancy of the insulation once it's installed. She also asked whether the homes are owner-occupied, still owned by the Airport, or being rented at low or affordable rates to tenants. Also also asked about the parking revenue item on the agenda, and asked how the expected revenue has been adjusted. She suggested that the uses for the parking revenue fund be narrowed, if the fund is going to shrink.

3.0 CONSENT AGENDA

3.1. July 24, 2023 Board of Finance Meeting Minutes, Draft – approve the minutes.

3.2 Church Street Marketplace Winter Holiday and Winter Lights - Authorization to Award Contract – CSM - 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.

3.3 Final Change Order - CY22 Sidewalk Reconstruction Program – DPW – 1. 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. 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.

3.4. Calendar Year 2023 Crack - Sealing Program - Authorization to Award Construction Contract - DPW ****AGENDA ITEM REMOVED****

3.5 FY24 Recycling Truck Purchase Cost Increase – DPW - 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.

3.6 Marketplace Garage Repair Cost Update - DPW - Division of Parking and Traffic - 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.

3.7 Acceptance of \$26,000 grant from the VT Department of Labor – CEDO - 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.

MOTION by Councilor Magee, SECOND by Councilor Barlow, to adopt the consent agenda and take the actions indicated for items 3.1-3.7.

VOTING: unanimous; motion carries.

4.0 FOR APPROVAL AND RECOMMENDATION TO THE CITY COUNCIL

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
Director Lackey said that this item is related to a pavement management plan, which is conducted every five years to determine the condition of the pavement at the airport, for safety reasons.

MOTION by Councilor Barlow, SECOND by Councilor Magee, to 1. 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; and 2. 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.

VOTING: unanimous; motion carries.

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
Director Lackey said that this is a grant application for the planning, design, and permitting of a cargo apron addition next to the current cargo apron.

MOTION by Councilor Magee, SECOND by Councilor Barlow, to 1. 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. 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.

VOTING: unanimous; motion carries.

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
Director Lackey said that the pavement condition index is such that this runway must be rehabilitated within the next two years, and this contract would hire a consultant to help with the design, permitting, and bidding process to secure grant funding for and line up a vendor to conduct the rehabilitation project. He noted that the actual rehabilitation won't start until the spring of 2025, as it must be conducted at night when nighttime temperatures are within a certain range.

MOTION by Councilor Barlow, SECOND by City Council President Paul, 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.

VOTING: unanimous; motion carries.

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

Director Lackey said that the funding for this item is from the Bipartisan Infrastructure Bill and that funding was allocated to the Airport for the construction of larger snow removal equipment storage facilities, as the current facilities are not large enough to house the equipment that the FAA deems necessary for snow removal at the airport. He said that this application is for preliminary design, permitting, and support on the bidding process. Aviation Director Longo noted that the Airport held public meetings with the City of South Burlington to determine where the facility should be most appropriately sited on the Airport campus.

Councilor Dieng asked why a more comprehensive approach was not taken on these various construction projects. Director Lackey replied that this is part of the Airport's comprehensive plan and that it is in the best suitable, available location. Aviation Director Longo said that this was the most appropriate siting based on the Airport's entire Master Plan.

MOTION by Councilor Dieng, SECOND by Councilor Magee, to 1. 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; and 2. 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.

VOTING: unanimous; motion carries.

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

Director Lackey said that with regard to Phase 1 and Phase 2, they anticipate having those phases completed by Christmastime this year. Aviation Director Longo said that there has been no sound insulation installed in any properties yet, and that Phase 3 would do that. He said that monitoring of the life expectancy and insulation to make sure it's correctly working is part of the first two phases of this project. He said that they have a contractor who works closely with the homeowners. He noted that the Airport does not own any of the properties associated with the Noise Acquisition Program. He noted that the Airport Commission discusses this project and topic each month. Director Lackey said that this funding would conduct sound insulation and improvements for an additional 50 homes, as well as outreach and design to the next 50 homes. Aviation Director Longo noted that around 50% of the next 50 homes are located in Winooski, so the project is starting to move further out from the Airport.

Councilor Barlow asked whether data could be collected to track whether these properties are owner-occupied or rented. Aviation Director Longo said that that data collection is feasible.

Councilor Dieng asked how the 50 homes were identified. Aviation Director Longo said that each property is identified and prioritized with a decibel level, and that the property-owners are offered a number of options through this program. He noted that commercial building are not eligible for this, though educational facilities and places of worship are eligible.

MOTION by Councilor Dieng, SECOND by Councilor Magee, to 1. 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. 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; and 3. 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.

VOTING: unanimous; motion carries.

4.6 Reclassification of One (1) CEDO Position with No Adverse Impact to the City's General Fund - CEDO/HR
Director Pine said that this reclassification would have no adverse impact on the City's General Fund. He said that they are seeking to reclassify to one higher pay grade, noting that the position became more demanding and technical. He noted that findings from the federal government require that the City devote a higher level of attention to how it administers the CDBG program and other federal grants, and that this position holds much of the accountability and responsibility for that activity.

MOTION by Councilor Magee, SECOND by City Council President Paul 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.

VOTING: unanimous; motion carries.

4.7 Church Street Marketplace Snow Removal – Authorization to Award Contract – CSM
Executive Director Alnasrawi said that this plowing contract is put out to bid every three years. She noted that the apparently successful bid came in slightly higher than the previous year, but that it came in under the rate of inflation and that it is also the incumbent contractor for these services. She noted that the Church Street Marketplace funds itself through membership dues from abutting property-owners.

MOTION by City Council President Paul, SECOND by Councilor Dieng, 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.

VOTING: unanimous; motion carries.

4.8 Fletcher Free Library Security Guard Contract FY24 – Library

Councilor Barlow asked if this contract costs more than it did previously. Chief Administrative Officer Schad replied that the Chocolate Thunder contracts are around \$2 more per hour than they were in the previous year, but that it is in line with inflation.

MOTION by Councilor Barlow, SECOND by City Council President Paul, 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.

VOTING: unanimous; motion carries.

4.9 CY23 Paving Contract Amendment for Additional Patching Work – DPW

Senior Engineer Mims said that this is an additional contract amendment for the CY23 paving contract. He said that this would account for conditions on Walnut Street, which require that the contract's contingency be replenished, and to add more street patching throughout the City to accommodate serviceability for roadways, as well as addressing speed hump conditions on South Prospect Street. He said that this amendment totals approximately \$370,000.

Councilor Barlow asked if the enhanced patching list is set at this juncture or if it will change based on emerging need. Senior Engineer Mims replied that this is the list for the contractor for the season, and that the contract is basing their schedule around this list. Councilor Barlow asked what the confidence level is on achieving this enhanced patching work. Senior Engineer Mims replied that they have high confidence that this will be completed this season.

MOTION by Councilor Barlow, SECOND by Councilor Dieng, to 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; and 2. 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.

VOTING: unanimous; motion carries.

4.10. Champlain Parkway - Design Contract Amendment No. 18 with Clough, Harbor & Associates – DPW

Senior Engineer Mims said that this is an amendment for the designer for the Champlain Parkway project. He said that as this project moves ahead on an accelerated schedule, there have been items that have arisen that require additional staff time. He said that there have been a number of change orders and design changes that have arisen, and this amendment would allow the City to get through this initial construction contract.

Councilor Barlow said that the Transportation, Energy, and Utilities Committee (TEUC) toured the project site and commended City staff and contractors for the work that has been done and the progress that has been made so far.

MOTION by Councilor Magee, SECOND by City Council President Paul, 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.

VOTING: unanimous; motion carries.

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

Chief Administrative Officer Schad began by noting that there was an item about a year ago where the City asked for a revenue anticipation note of \$2.5 million. She noted that this item is also tied to the previously-approved \$750,000 for garage repair. She said that the City is working to evaluate what its options are for combining these needs into a longer-term form of debt, since parking revenue is beginning to stabilize and become able to repay loans. She said that securing an instrument that does not have a prepayment penalty would afford the City the most flexibility in repayment.

Councilor Dieng asked about the ARPA funding that was received by the Parking and Traffic Division during Covid. Chief Administrative Officer Schad noted that the Division received \$1 million in Revenue Replacement Funding to go toward operations during Covid.

Councilor Barlow asked about how construction and unavailability of parking is built into revenue projections. Division Director Padgett said that they are working with the legal team to understand how the costs of rebuilding the parking lot are related to the opportunity cost and lost revenue of construction. He said that they anticipate being reimbursed for the cost of the parking minus the costs of the improvements.

MOTION by Councilor Barlow, SECOND by Councilor Magee, to recommend that the City Council approve the attached resolution.

VOTING: unanimous; motion carries.

4.12 FY24 Parking Garage Security Contract - DPW - Division of Parking and Traffic

Division Director Padgett said that bids came back for parking garage security much higher than they were budgeted for, and so they are coming back to the Board of Finance to ask for an increase in this line item.

City Council President Paul asked about the status of the installation of previously-approved camera equipment (though noted that this question is not directly related to this item on the agenda). Chief Administration Officer Schad said that she will follow up with more information in the next several days.

Councilor Grant asked where the active cameras in the garages are located, and asked if further information on that could be provided. Chief Administrative Officer Schad said that she will also follow up with information on this in the next several days.

Councilor Barlow asked whether the City's various security contracts have similar rates or could be combined in some way that is more efficient. Chief Administration Officer Schad said that they conducted an analysis on this and saw that the services are all pretty varied, and that they were worried that they would not be able to find a single security provider who could meet all the City's security needs under one contract.

MOTION by Councilor Barlow, SECOND by City Council President Paul, 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.

VOTING: unanimous; motion carries.

4.13 Request for approval of three contracts related to the River Siphon Break emergency response - DPW - Water Resources
Division Director Moir noted that they are seeking retroactive approval for the pump rental, but the remainder of the contract amounts, scopes, and structures remain consistent with when the Board of Finance was last briefed on this work.

MOTION by City Council President Paul, SECOND by Councilor Dieng, to 1. 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. 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; and 3. 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.

VOTING: unanimous; motion carries.

4.14 Authorization to Execute Contracts with On-Call Water Resources Excavation Contractors - DPW - Water Resources

Chief Administration Officer Schad said that DPW has had some more emergent needs arising and that having contractors on call allows for a more rapid response to deal with emergent issues. She noted that they were able to begin addressing the Winooski River sewage break relatively quickly because they had these contractors lined up and on call.

MOTION by Councilor Magee, SECOND by Councilor Barlow, 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.

VOTING: unanimous; motion carries.

5.0 ADJOURNMENT

5.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 6:06 PM.

RScty: AACoonradt



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: September 5th, 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 Sealcoating Inc.—doing business as “indus”— for Calendar Year 2023 Crack-Sealing for a resulting contract of up to \$83,954.00 with an additional \$9,200.80 (~9.8%) 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. This work complements the City’s paving and large scale patching contracts and is part of our multi-pronged asset management strategy to maximize the lifespan of our roadways.

An Equal Opportunity Employer
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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 were 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.

Table 1 – Bid Results-Bid Analysis

Bid Submissions				Bid Analysis	
Contractor	Total Bid	1.Unit Price for Rubber Polymer	Bid Quantity Gallons Rubber Polymer	2.Engineer's Estimate for Gallons Needed Based on Historic Average (801 Gallons Per Mile)	Bid Analysis-Bidder Cost Unit Item Price x Estimated Gallons(1x2)
NICOM Coatings, LLC.	\$79,260.00	\$90.00	714 Gallons	3,914 Gallons	\$ 352,260.00
Sealcoating Inc.,d/b/a Indus	\$83,954.00	\$17.23	4,800 Gallons	3,914 Gallons	\$ 67,438.22

Based on historic averages for prior crack sealing contracts of 801 gallons per mile, DPW staff estimated that at least 3,914 gallons of rubber polymer would be needed for the CY23 Crack-Sealing Construction Contract.

Evaluating the two bids, based on unit price submissions and anticipated Rubber Polymer needed, staff is recommending Sealcoating Inc.,d/b/a Indus be awarded the Calendar Year 2023 Crack Sealing Construction Contract.

The total contract to be awarded to Sealcoating Inc., d/b/a Indus is \$83,954.00. Based on the funds available for construction in the Capital Budget, this leaves \$9,200.80 available in contingency funds (~9.8% 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 completion date of October 14th, 2023. Crack sealing will have minimal impact on travel but DPW will provide updates to the public when this work occurs.

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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).

MOTIONS

Board of Finance:

1. To approve and authorize the Director of Public Works to execute a contract with Sealcoating Inc.—doing business as “indus”—for Calendar Year 2023 Crack-Sealing for a resulting contract of up to \$83,954.00 with an additional \$9,200.80 (~9.8%) 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 Checklist

Department: Public Works Submitter: Dora Bean

Title/Subject: CY'23 Crack Sealing

	Approval:	Meeting Date:
☐	Board of Finance	9/5/2023
☐	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	Yes	8/29/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	8/1/2023	Samantha Sheehan
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/29/2023	Haley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/29/2023	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?	No	Click or tap here to enter text.
Additional Materials, if necessary	No	
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.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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

MEMORANDUM

TO: Board of Finance,
FROM: Samantha Dunn, Asst. Director for Community Works, CEDO
DATE: September 5, 2023
CC: Brian Pine, CEDO Director
RE: Approval of Final Development Budget for the Elmwood
Emergency Shelter Community

In December of 2021, CEDO was tasked with developing a Temporary Emergency Shelter in coordination with other City Departments and community partners, to implement the Mayor's Action Plan to End Homelessness in response to the urgent needs of those experiencing homelessness. The Elmwood Emergency Shelter Community opened on February 7, 2023.

This memo contains a summary of the final contract amounts, final sources and uses for the project and a request for retroactive approval of two additional sources of funding for the project and an increase in one previously approved source of funding. These approvals are being requested retroactively due to the uncertainty as to the amount of funding that would be awarded in response to our requests. These sources include:

- An additional \$4,620 from the Vermont Low Income Trust for Electricity (VLITE). The Board of Finance previously approved a grant from VLITE for \$50,000 for installing solar panels on the two community buildings at Elmwood; the final grant amount was increased to \$54,620 to cover the cost of installing snow guards required to keep the snow from sliding from the solar panels and landing on people entering the buildings;
- A grant of \$9,900 from the Vermont Community Foundation to contribute towards the cost of place making materials and installations on the site (murals, garden beds, etc.);
- Reimbursement from the Vermont Department of Environmental Conservation (DEC) Petroleum Cleanup Fund (PCF) in the amount of \$81,278 for costs associated with the

cleanup required as a result of the unexpected discovery and removal an abandoned petroleum tank on the site. This tank, which was found when excavating for installing the water and wastewater lines, was removed and the soil was remediated in anticipation of funding from the DEC PCF.

Final Contract Amounts

The table below summarizes final contract amounts (for all contracts exceeding \$50,000).

Task	Vendor	Final Contract Amount \$
General conditions & Construction Management	2nd Gen Builders	539,790
Site work	Goliathtech VT	213,635
Modular Community Buildings	KBS Builders	342,564
Shelters (25)	Pallet SPC	295,290
Shelters (5)	Up End This	119,488

See the final Development Budget (Sources to Uses) on the following page.

Elmwood Emergency Shelter Community Development Budget (Sources to Uses)

Sources	
City ARPA	1,620,000
VCF	9,900
Petroleum Cleanup Fund	81,278
VLITE	54,620
BED	75,000
Total Sources	1,840,798
Uses	
Hard Costs	
Site Work / Utilities	213,635
UST Remediation	106,347
General conditions & Construction Management	539,790
Community Center & Bath house	342,564
Pallet Shelters (25)	295,290
UET Modular Shelters (5)	119,488
Shelter Accessories	20,000
Security, Furnishings, Placemaking Etc.	45,000
Solar	54,620
Contingency	22,181
<i>Total Hard Costs</i>	<i>1,758,914</i>
Soft Costs	
A&E	20,400
Permitting & Impact Fees	19,622
Community Outreach	5,000
Project Management	36,862
<i>Total Soft Costs</i>	<i>81,884</i>
Total Development Costs	1,840,798

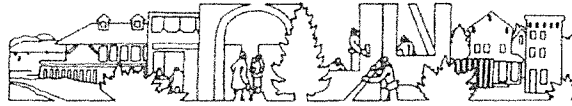
Attachments

1. Previous Approval for VLITE Grant
2. Vermont Community Foundation Award Letter
3. 031723.51.Elmwood PCF Determination Letter
4. 071723.51.Elmwood PCF Appeal Determination Letter

Board of Finance Motion:

To approve and retroactively authorize the Director of the Community and Economic Development Office to accept and execute all pertinent documents for the following grant funds for the completion of the Elmwood Emergency Shelter Community:

1. Additional grant funds in the amount of \$4,620 from VLITE;
2. Grant funds in the amount of \$9,900 from the Vermont Community Foundation;
3. Reimbursement funds in the amount of \$81,278 from the Petroleum Cleanup Fund.



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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www.burlingtonvt.gov/cedo

COMMUNICATION
DATE 9/19/22
AGENDA ITEM # 6.16

MEMORANDUM

TO: Board of Finance, City Council
FROM: Samantha Dunn, Asst. Director for Community Works, CEDO
DATE: September 14, 2022
CC: Brian Pine, Director, Community and Economic Development Office
RE: Authorization to accept Grants and Incentives for the Development of the Elmwood Emergency Shelter Community

At their meeting of 9/19/22
the Burlington City Council voted to
approve the motion
Attest: *Jac Oliver - as written*

Request:

The Community and Economic Development Office ("CEDO") is requesting Board of Finance and City Council approval to accept the following grants and incentives for the Elmwood Shelter Community:

1. \$50,000 of funding from the Vermont Low Income Trust for Electricity, Inc. (VLITE) for installing solar panels on the common buildings at the Elmwood Emergency Shelter Community; and
2. \$75,000 of incentives from Burlington Electric Department (BED) for energy efficiency enhancements at the Elmwood Emergency Shelter Community.

Background:

CEDO is working as rapidly as possible, in coordination with other City Departments and community partners, to implement the Mayor's Action Plan to End Homelessness in response to the urgent needs of those experiencing homelessness. The public has spoken that ending homelessness in Burlington is a top priority and CEDO is committed to acting expeditiously on this broadly held goal. Details, as well as answers to many questions, about the development and operation of the Elmwood Emergency Shelter Community can be found at: <https://www.burlingtonvt.gov/cedo/emergencysshelter>.

The grant funding provided by VLITE will allow CEDO to install solar photovoltaics (PV) on the roofs of the two pre-fabricated common buildings. Based on proposals from solar installers this grant will allow us to add 18,000 kW of solar to the site with an anticipated annual production of approximately 20,000kwh. With this solar investment, the two community buildings should produce as much energy as they will utilize on an annual basis. Any excess production will be

allocated to the energy usage of the shelters.

The incentives provided by BED will provide Elmwood with resources required to design and build this community in alignment with the City's energy goals including operating a facility with no fossil fuels and reducing energy burden through efficient building envelopes and high performance HVAC equipment.

These two sources of financing will allow us to pursue an important component of our strategy to reduce energy burden and increase resiliency in the Elmwood Emergency Shelter

Community which includes:

- No fossil fuels
- High performance building envelopes of the major structures
- Increased thermal massing in shelters
- High performance HVAC
- Efficient DHW
- Installation of Solar PV on the roofs of the two community buildings

Attachments

1. VLITE / CEDO Grant Agreement
2. BED Incentive Letter

Board of Finance Motion:

To approve and recommend that the City Council approve the authorization of the Director of the Community and Economic Development Office to:

1. Execute the VLITE Grant Agreement and all documents necessary to accept \$50,000 of funding from Vermont Low Income Trust for Electricity, Inc. for the installation of solar at the Elmwood Emergency Shelter Community; and
2. Execute all documents necessary to accept the \$75,000 of incentives from the Burlington Electric Department for energy efficiency enhancements at the Elmwood Emergency Shelter Community.

City Council Motion:



To approve and authorize the Director of the Community and Economic Development Office to:

1. Execute the VLITE Grant Agreement and all documents necessary to accept \$50,000 of funding from Vermont Low Income Trust for Electricity, Inc. for the installation of solar at the Elmwood Emergency Shelter Community; and
2. Execute all documents necessary to accept the \$75,000 of incentives from the Burlington Electric Department for energy efficiency enhancements at the Elmwood Emergency Shelter Community.



October 20, 2022

Brian Pine, Director
City of Burlington Community & Economic Development Office
Room 32 - City Hall
149 Church Street
Burlington, VT 05401

Dear Brian:

It is a pleasure to present a grant in the amount of \$9,900.00 to the City of Burlington Community & Economic Development Office from an advised fund of the Vermont Community Foundation as follows:

Fund: Advisor(s) have requested that the fund name not be identified

Recommended by Advisor(s): Advisor(s) have requested to remain anonymous

Grant Purpose: To support the emergency shelter project on Elmwood Ave in Burlington

If this grant triggers membership for the advisor(s), the VCF requires you to waive all returned benefits with the membership.

By accepting this check, your organization certifies to the Vermont Community Foundation that no tangible benefit, goods or services have been received by any donor or advisor connected with the Fund, their family members, or any entities controlled by aforesaid persons.

If you wish to send a thank you letter to the advisor(s) of the fund, you may do so in care of the Vermont Community Foundation to advisedgrants@vermontcf.org.

Deposit of this check signifies your acceptance of this award, your intent to comply with the stated grant purpose and as our receipt for this payment. If you are unable to fulfill this purpose, please contact me at 802-388-3355 x233.

If making any public announcement about this grant, please acknowledge the grant is from the above-named fund of the Vermont Community Foundation.

Congratulations and best wishes,

Austin Haynes
Grants Specialist

Enclosure

State of Vermont
Department of Environmental Conservation
Waste Management & Prevention Division
1 National Life Drive – Davis 1
Montpelier, VT 05620-3704
william.sisson@vermont.gov

March 17, 2023

Samantha Dunn
City of Burlington
Community & Economic Development Office
149 Church Street
Burlington, Vermont 05401

RE: Petroleum Cleanup Fund Reimbursement Claims, 51 Elmwood Avenue (Spill #2022WMD359)

Dear Samantha Dunn:

The Vermont Department of Environmental Conservation, Spill Program has reviewed the City of Burlington's (City) requests for reimbursement of **\$78,263.80** and **\$21,733.41 (\$99,997.21 total)** from the Vermont Petroleum Cleanup Fund (PCF) received on February 13, 2023, for work at the above referenced property. The reimbursement requests are associated with an abandoned petroleum underground storage tank (UST) encountered during a redevelopment project. The Sites Management Section (SMS) has determined that a total of **\$61,749.95** is eligible for reimbursement through the PCF.

This determination is described below.

Background

On September 7, 2022, an abandoned 275-gallon petroleum UST was struck by an excavator while excavating a trench for a new waterline to support the City's redevelopment project and a release of petroleum was identified. The release was reported to the Spill Program that day, and a 1926 directive to remove the abandoned UST was issued to the City on September 9, 2022. The UST was removed on September 9, 2022, by the City's contractor, Goliath Tech Vermont (Goliath) with oversight provided by ATC Group Services, LLC (Atlas) and waste disposal managed by NRC East Environmental Services, Inc. (USE). Approximately 45 cubic yards of petroleum contaminated soils were also excavated September 9 and 12, 2022. A total of 51.76 tons of petroleum contaminated soils were transported to the Environmental Soil Management, Inc. facility in Loudon, New Hampshire on September 14, 15, and 23, 2022.

On September 26, 2022, the City provided the UST Program with documentation to support establishing eligibility for PCF reimbursement for costs associated with the removal of the UST and release assessment. On October 11, 2022, the Spill Program informed the City that the documents provided did not constitute appropriate due diligence. The Procedure for Submission and Evaluation of Petroleum Cleanup Fund Reimbursement Eligibility Requests under 10 VSA § 1926(d) states that to be eligible for reimbursement documentation must be provided that does not reveal information indicating that the property was used for, or was part of a larger parcel used for, commercial or industrial purposes (for example, auto sales, auto service, gas stations, and business offices for an oil or gas company). Therefore, the costs associated with UST removal and release assessment costs were determined to be ineligible for PCF reimbursement.

(OVER)



No estimates for potential PCF reimbursement eligible costs were provided to the Spill Program until September 30, 2022, when Atlas submitted a change order relating to repaving required due to the disturbance created by the UST and soil removal and requested that \$36,800 be considered for PCF reimbursement. The Spill Program approved up to \$36,800 in costs related to asphalt paving as eligible for PCF reimbursement on October 13, 2022.

On October 17, 2022, Atlas presented a work plan and cost estimate to conduct additional site investigation. The Spill Program issued preapproval of up to \$7,206.00 for PCF reimbursement so long as actual time for private underground utility location was invoiced.

On October 21, 2022, Atlas oversaw the completion of additional site investigation which included the advancement of two soil borings within the former UST excavation location. Field screening of soils with a photoionization detector indicated that any residual petroleum contamination in soils was limited and would not impact sensitive receptors. The Spill was assigned a closed designation on December 19, 2022.

Grounds for Denial

The City and Atlas maintain that the discovery of the abandoned UST and the identified release condition meet the criteria for emergency response as provided in the *Procedures for Reimbursement from the Petroleum Cleanup Fund* (Procedures). The emergency response designation allows contractors to conduct emergency response operations without having to provide the Spill Program with cost estimates during the initial seven days of the emergency response. The Spill Program does not concur with this interpretation, as supported by the specific components of the Procedure presented below:

1. Appendix A – Definition of “emergency”: a situation when a sensitive receptor is directly impacted or imminently threatened by a hazardous material release requiring immediate response to contain or mitigate the release in order to minimize human health risks or environmental damage.
2. Appendix A – Definition of “sensitive receptor”: areas which may be affected by a release of a hazardous material. These may include public and private water supplies, surface waters, wetlands, sensitive ecological areas, outdoor and indoor air, and enclosed spaces such as basements, sewers and utility corridors.

The Spill Program acknowledges that a sudden release of petroleum had occurred when the tank was ruptured; but aside from soils in the immediate vicinity of the tank, no other sensitive receptors were immediately impacted or threatened by the release. Therefore, pre-approval of work plans and cost estimates by the Spill Program was required for the response actions completed on September 9 and 12, 2022. However, an exception is being made for the costs incurred on September 12, 2022, related to mitigating the petroleum contamination, as the work performed would have been eligible for PCF reimbursement had pre-approval been obtained.

The October 11, 2022, 1926(d) PCF coverage decision resulted in no PCF reimbursement eligibility extended to both UST closure and release assessment related costs. Atlas invoice #2458744 presents costs incurred directly related to the 1926 directive, removal of the UST, release assessment activities, and reporting. Of the total amount claimed on Atlas invoice #2458744, \$4,285.63 has been determined as ineligible for PCF reimbursement as outlined in the Invoice Summary table.

In accordance with Chapter 7 of the Procedures (p. 7, #6.), costs which were not pre-approved in writing by the Spill Program are not eligible for reimbursement from the PCF. This requirement when coupled with the non-emergency determination above impacts the PCF reimbursement claim containing Goliath invoice #1186 and Atlas invoice #2458744. The total amount claimed on these two invoices are subject to denial given the lack of pre-approval; however, the Spill Program will make an exception for a portion of the claimed costs relating to soil field screening, excavation, laboratory analysis, and disposal as outlined in the Invoice Summary. These actions did allow for the reduction of contamination on the property to levels that posed no further potential for impacts to sensitive receptors.

Goliath invoice #1186 presents costs that appear to be related to the removal of the UST, release assessment, soil exaction/stockpiling/disposal, and trucking required for the removal of pavement and importation of clean gravel. As provided above, the October 11, 2022, 1926 determination did not allow for PCF reimbursement eligibility of UST closure costs or the release assessment. Furthermore, costs relating to the preparation of the site for paving were not pre-approved by the Spill Program and were not associated with immediate response to contamination.

Goliath invoice #1186 presents hourly costs for several excavators, a loader, and labor on September 9, 12, and 14, 2022. The costs claimed on September 9 and 14, 2022 are being denied for reimbursement, as there is no understanding of what portion of the work was performed relating to the site redevelopment versus management of petroleum contaminated soil. An itemized list of the costs claimed on Goliath invoice #1186 are presented in the table below, with reimbursement eligibility status provided:

Cost Description	Amount Requested	Amount Reimbursed	Grounds for Denial
Mobilization	\$500.00	\$500.00	Approved for reimbursement
Mobilization	\$1,300.00	\$650	Only one excavator required for soil excavation
Hourly excavation, Kubota U35	\$850.00	\$0.00	Ineligible costs related to UST closure and lack of pre-approval
Hourly excavation, Volvo 60G	\$2,310.00	\$1,155.00	Costs incurred on September 14, 2022, ineligible
Hourly excavation, 30 ton excavator	\$2,035.00	\$2,035.00	Approved for reimbursement
Standard labor, laborer	\$2,062.50	\$1,120.00	Costs incurred on September 9 and 14, 2022, ineligible
Standard labor, foreman	\$660.00	\$0.00	No pre-approval, Atlas provided soil excavation oversight
Trucking	\$2,375.00	\$0.00	No pre-approval, contaminated soil transport performed by others
¾ clean stone	\$2,392.50	\$1,196.25	Amount of stone utilized is approximately two times the volume of petroleum contaminated soil excavated
Downtime	\$2,280.00	\$0.00	No pre-approval
On-site service truck	\$1,600.00	\$0.00	No pre-approval
TOTAL	\$18,365.00	\$6,656.25	

Goliath invoice #1187 presents costs related to preparation and paving of the parking following the disturbance created by the UST and soil removal. On October 13, 2022, the Spill Program provided pre-approval of up to \$36,800 for the costs of additional asphalt paving. The ancillary costs for paving preparation were not requested for PCF reimbursement and therefore were not pre-approved. \$17,872.25 out of the \$54,672.25 claimed has been determined ineligible for reimbursement.

USE invoice #773192 presents costs related to UST closure and petroleum contaminated soil disposal. As stated above, UST closure costs are ineligible for PCF reimbursement given the 1926 determination. The USE invoice also presents an Energy, Security, Insurance, and Compliance fee; surcharges are ineligible for reimbursement in accordance with Chapter 7 of the Procedure (p. 8, #20). As such, the Spill Program has determined that \$2,980.13 of the total amount claimed on USE invoice #773192 is ineligible for PCF reimbursement.

The Spill Program has determined that the \$1,650.00 presented on the 2nd Gen Builders, LLC invoice #22-615 claimed for PCF reimbursement is ineligible as the costs were not pre-approved.

(OVER)

Invoice Summary

Invoice number, entity	Date	Amount requested	Amount reimbursed	Grounds for denial
1186, Goliath	September 27, 2022	\$18,365.00	\$6,656.25	Ineligible costs related to UST closure and site redevelopment
1187, Goliath	October 14, 2022	\$54,672.25	\$36,800.00	No pre-approval for paving preparation costs
2458744, Atlas	October 13, 2022	\$5,476.55	\$1,190.92	No pre-approval
PCF Deductible		(\$250.00)		
TOTAL		\$78,263.80	\$44,647.17	

Invoice number, entity	Date	Amount requested	Amount reimbursed	Grounds for denial
773192, USE	November 17, 2022	\$13,003.91	\$10,023.28	Ineligible costs related to UST closure
2475100, Atlas	December 30, 2022	\$7,079.50	\$7,079.50	Approved for reimbursement
22-615, 2 nd Gen	December 15, 2022	\$1,650.00	\$0.00	No pre-approval
TOTAL		\$21,733.41	\$17,102.78	

Reimbursement Summary

The total amount that has been approved for PCF reimbursement is **\$61,749.95** out of the total amount claimed of **\$99,997.21**. A total of \$44,647.17 will be reimbursed against the \$78,263.80 claimed in the initial PCF reimbursement package. A total of \$17,102.78 will be reimbursed against the \$21,733.41 claimed in the second PCF reimbursement package.

Notice of Appeal Rights

Appeals of any act or decision by the Spill Program relating to PCF eligibility or reimbursements must be made in writing to the Director of the Waste Management Division within 30 days of that decision. The Secretary of the ANR, or their authorized representative shall make a final determination regarding the eligibility or reimbursement in writing. An appeal of the Secretary's act or decision must be made to the Vermont Environmental Court in accordance with 10 V.S.A. Chapter 220. This appeal must be made within 30 days of the date of the Secretary's act or decision. Failure to appeal in a timely manner will result in the dismissal of the appeal.

If you have any questions concerning the contents of this letter, please feel free to contact me or the PCF Manager, Matt Moran at (802) 828-1138.

Sincerely,



William Sisson, Environmental Analyst
Spill Program

C: Erik Urch, ATC Group Services, LLC
Sue Cobb, Red Bird Consulting, LLC

State of Vermont
Department of Environmental Conservation
Waste Management & Prevention Division
1 National Life Drive – Davis 1
Montpelier, VT 05620-3704
matt.chapman@vermont.gov

AGENCY OF NATURAL RESOURCES

July 17, 2023

Samantha Dunn
City of Burlington
Community & Economic Development Office
149 Church Street
Burlington, Vermont 05401

RE: Petroleum Cleanup Fund Reimbursement Determination Appeal, 51 Elmwood Avenue
(Spill #2022WMD359)

Dear Samantha Dunn:

Procedural Background.

This appeal arises from the partial denial of two reimbursement requests submitted to the Department of Environmental Conservation (Department) on February 13, 2023. On March 17, 2023, the Department staff issued an initial determination finding reimbursement eligibility for **\$61,749.95** out of the **\$99,997.21** (a denial of \$38,247.26) of the costs requested by the City related to a release of petroleum from an abandoned underground storage tank (UST) encountered during a redevelopment project. On March 29, 2023, the City appealed the Department's initial determination to the Director of Waste Management and Prevention. As a part of that appeal, the City amended its request for reimbursement such that \$21,177.88 be reimbursed of the \$38,247.26 denied. For the reasons below, I am authorizing reimbursement of an additional \$19,527.88 and am denying \$1,650 (\$21,177.88 - \$19,527.88) of the appeal from the City. A check for the additional amount will be issued to the City within the next 10 – 15 business days.

Background.

In the fall of 2022, the City was undertaking a redevelopment project that consisted of the construction of small housing units on a parking lot parcel owned by the City. The historic use of the parcel included an automobile sales and service facility which had at least one known UST. While excavating to install a new water line (no existing water line was present) the City encountered an abandoned 275-gallon petroleum UST that was in poor condition but still half-filled with heating oil and it was punctured releasing old product into surrounding soil. The release was reported to the Department on the date that it was discovered (September 7, 2022) and the Department issued a directive to remove the abandoned UST. The City removed the UST and undertook remedial activities at the site to respond to releases from the UST. The City did not submit a work plan and cost estimate prior to undertaking remedial work.

The UST was removed on September 9, 2022, approximately 45 cubic yards of petroleum contaminated soils were excavated and later thermally treated in mid-September 2022, and subsequent site restoration work took place.

(Over)



Department's Initial Decision.

On February 13, 2023, the Department received two requests for PCF reimbursement totaling \$99,997.21 in expenses related to the tank closure, release response actions, and site restoration. The Department reviewed the reimbursement claim and provided the City with a letter on March 17, 2023, determining that \$61,749.95 of the total amount claimed was eligible for PCF reimbursement. The March 17, 2023, determination of reimbursement ineligibility for a portion of the claimed costs was predicated on the lack of cost pre-approval, which is a requirement presented in Chapter 7, #6 of the *Procedures for Reimbursement from the Petroleum Cleanup Fund*. In addition, costs were denied related to the UST closure, which the City claimed despite the Spill Program's prior October 11, 2022 coverage denial for UST closure costs. The City did not appeal the Department's denial of UST closure-related costs.

In the City's appeal letter, it was maintained that the discovery of the abandoned UST and the identified release condition meet the criteria for emergency response as provided in the *Procedures for Reimbursement from the Petroleum Cleanup Fund* (Procedures). The emergency response designation allows contractors to conduct emergency response operations without having to provide the Spill Program with cost estimates during the initial seven days of the emergency response.

I disagree with this interpretation, as the release clearly does not meet the PCF procedural definition of "emergency" as already described in the Department's attached March 17, 2023, denial letter.

At no point between September 7 (the date the release was identified) and 14, 2023 did the Department inform the City that the release was considered as meeting the definition of an emergency in accordance with the PCF procedures. Nor did the City inform the Department that they intended to treat the release as an emergency within the first seven days of the response.

Department's Appeal Decision.

Notwithstanding the conclusion that these activities were not an emergency, the initial PCF denial analyzed some of the claim for reimbursement as if it were an emergency, and applied eligibility to reasonable environmental cleanup costs without a Department approved cost estimate. For purposes of this appeal, the Department is not disturbing the conclusion of the project manager who evaluated the initial request for reimbursement.¹ However, for purposes of the appeal decision, I did reconsider whether any of the appealed costs are reasonable for the UST release characterization, cleanup, and site restoration even though the costs were not preapproved as required.

For Goliath invoice #1186, \$18,365 was claimed for reimbursement and \$6,656.25 was previously reimbursed. Of the \$11,708.75 (\$18,365 - \$6,656.25) denied, the City appealed \$6,532.50 as being "related to emergency response." Upon further review, it has been determined that the additional \$6,532.50 is eligible for reasonable costs related to the assessment and cleanup of the UST release.

For Goliath invoice #1187, \$54,672.25 was claimed for reimbursement and \$36,800 was previously reimbursed. Of the \$17,872.25 (\$54,672.25 - \$36,800) denied, the City appealed \$9,532.25 as being necessary "site preparation work for paving" for site restoration. The Department did approve a paving cost estimate of \$36,800. Based on the additional supplemental information that the City submitted electronically on July 10, 2023, I am supporting coverage of these additional costs. The City's supplemental information adequately demonstrated that these costs were related to the release from the tank and distinct from previously budgeted paving costs planned for the City's development at the site.

¹ The Department reserves its right in any future appeal of this decision to reconsider this conclusion as if no prior decision had been made and view the activity as a project whose costs were not preapproved and not subject to reimbursement under the Procedure.

For Atlas invoice #2458744 \$5,476.55 was claimed for reimbursement and \$1,190.92 was previously reimbursed. Though the costs were not preapproved, the Department made an exception for a portion of the costs relating to soil field screening, excavation, laboratory analysis, and disposal. Of the \$4,285.63 (\$5,476.55 - \$1,190.92) denied, the City appealed \$3,463.13 as being related to the assessment and cleanup. Upon further review, all \$3,463.13 appealed has been determined to be eligible as it related to assessment and cleanup at a reasonable cost.

For 2nd Gen invoice #22-615 totaling \$1,650, the Department previously denied these costs. The City appealed the decision stating that the 2nd Gen employee services were required for site safety and oversight during excavation. Setting aside questions of whether this individual was qualified to perform these tasks, i.e., met mandatory OSHA HAZWOPER training requirements, there were already qualified individuals onsite managing the response. I am denying this appeal of \$1,650.

Contractor, Invoice #	Reimbursement Requested	Amount Reimbursed	Amount Initially Denied	Amount Appealed	Appeal Amount Approved
Goliath 1186	\$18,365.00	\$6,656.25	\$11,708.75	\$6,532.50	\$6,532.50
Goliath 1187	\$54,672.25	\$36,800.00	\$17,872.25	\$9,532.25	\$9,532.25
Atlas 2458744	\$5,476.55	\$1,190.92	\$4,285.63	\$3,463.13	\$3,463.13
2 nd Gen 22-615	\$1,650.00	\$0.00	\$1,650.00	\$1,650.00	\$0.00
Totals	\$80,163.80	\$44,647.17	\$35,516.63	\$21,177.88	\$19,527.88

Notice of Appeal Rights

An appeal of the Secretary's act or decision must be made to the Vermont Environmental Court in accordance with 10 V.S.A. Chapter 220.

**Vermont Superior Court
Environmental Division
32 Cherry Street, 2nd Floor, Suite 303
Burlington, VT 05401**

This appeal must be made within 30 days of the date of the Secretary's act or decision. Failure to appeal in a timely manner will result in the dismissal of the appeal.

If you have any questions concerning the contents of this letter, please feel free to contact me at (802) 828-1138.

Sincerely,



Matt Chapman, Director
Waste Management & Prevention Division

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Samantha Dunn

Title/Subject: Elmwood Shelter Community Contract Update

	Approval:	Meeting Date:
☒	Board of Finance	9/5/2023
☐	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	Yes	8/29/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	No	Click or tap to enter a date.	Memo sent; no response received.
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	8/18/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	8/18/2023	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?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Within the memo
If for submission to Council, are sponsors identified?	No	Click or tap here to enter text.

MEMO

Date: September 5, 2023
To: Board of Finance
From: Kim Bleakley, Central Facilities Manager, Department of Parks, Recreation & Waterfront
CC: Cindi Wight, Director; Deryk Roach, Parks and Central Facilities Superintendent
Re: Security Camera Wiring and Installation

I. Purpose

This memo seeks approval to execute all necessary contracts and budget approvals to install security cameras in City buildings.

II. Background

The Department of Parks, Recreation & Waterfront (BPRW) plans to move forward with installing additional cameras for safety and security in and around City buildings. The new grouping will help to cover City buildings that do not yet have cameras and spaces that need additional coverage.

III. PROCESS

Approved by the Board of Finance and City Council on September 12, 2022, the City Innovation and Technology Department (I&T) worked to upgrade our existing security camera network system with The Royal Group, Inc. As part of the contract, they purchased cameras and mounts for future installations. The City has used some of these new cameras to make necessary replacements in the parking garages and new installations at the intersection of Church and Main, as well as for the Water Department. The Central Facilities team have toured several buildings with a need and/or an upgraded need for security cameras and recommends the next installations include:

200 Church Street: Four cameras
Kieslich Park – Red Stone Cottage: Five cameras
Community Boathouse: Four cameras
Fire Station One: Three cameras
Fletcher Free Library: Eight cameras
Miller Center: Seven cameras

The cameras that will be installed at the Miller Center will do double duty to fulfill a Federal requirement for upgraded cameras covering City ballot boxes.



IV. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project comes from the FY23 and FY24 Facilities Capital Contingency budgets. The Facilities Team manages a contingency annually and has the authority to delegate funding for facility projects per the City's Capital Committee Policy. The Facilities Team maintains a tracking spreadsheet that documents those projects that receive Facilities Capital Contingency funding to track how much contingency remains.

Funding Sources & Budget	
Facilities Capital Contingency FY'23	\$16,000.00
Facilities Capital Contingency FY'24	\$70,243.71
Total Budget	\$86,243.71
Contractor bid	\$86,243.71
Total Project Estimate	\$86,243.71

V. SCHEDULE

The anticipated project schedule is as follows:

- July 2023 Walkthroughs completed in City buildings for planning
- September 2023: Board of Finance and City Council approvals
- September 2023: Contract signed
- Fall 2023: Estimated installation completed

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council authorize the execution of a contract with The Royal Group, Inc., for a price not to exceed \$86,243.71, to complete the installation of security cameras, and to authorize Cindi Wight, Director of Parks, Recreation and Waterfront, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: Parks Recreation & Waterfront Submitter: Kim Bleakley

Title/Subject: Installation of Security Cameras

	Approval:	Meeting Date:
☒	Board of Finance	9/5/2023
☐	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	Yes	8/8/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	8/31/2023	Click or tap here to enter text.
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	8/17/2023	Kyle
CAO has reviewed budget, financing, and memo	Yes	8/29/2023	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	Yes	8/8/2023	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.



MEMORANDUM

To: Burlington Board of Finance

From: Darren Springer, General Manager, and Emily Stebbins-Wheelock, CFO and Manager of Strategy & Innovation

Date: September 5, 2023

Subject: Municipal Energy Resilience Program Mini-Grant

Burlington Electric Department (BED) respectfully requests that the Board of Finance approve BED's acceptance of a State of Vermont Department of Buildings & General Services Municipal Energy Resilience Program Mini-Grant in the amount of \$4,000 to be expended between July 7, 2023 and December 31, 2026. The purpose of this grant is to communicate about municipal energy resilience. BED intends to use the grant to fund translation of a flyer about BED's Energy Assistance Program into multiple languages. No BED or City match is required. Please see the attached grant agreement for more information. Please do not hesitate to contact us with any questions.

Board of Finance Motion: Move to approve and authorize the BED General Manager or their designee, subject to final review and approval by the City Attorney's Office, to accept and execute grant agreements for the State of Vermont Municipal Energy Resilience Program (MERP) Mini-Grant (Grant #: 01155_A172_5401_C_DEPARTMENT_M) in the amount of \$4,000 to fund translation into multiple languages of materials promoting BED's Energy Assistance Program.

Burlington Electric Department
585 Pine Street Burlington, VT 05401
burlingtonelectric.com
Phone 802.658.0300

Board of Finance and City Council Submission Checklist

Darren Springer, Emily Stebbins-

Department: BED Submitter: Wheelock

Title/Subject: Municipal Energy Resilience Program Mini-Grant

	Approval:	Meeting Date:
☒	Board of Finance	9/5/2023
☐	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	Yes	7/8/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	8/30/2023	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	Click or tap to enter a date.	Approval/acceptance contingent on City Attorney review
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	No	Click or tap to enter a date.	Approval/acceptance contingent on City Attorney review
CAO has reviewed budget, financing, and memo	Yes	8/2/2023	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	No	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Motion in Memo
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



OFFICE OF THE CLERK/TREASURER City of Burlington

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

To: Board of Finance
City Council

From: Katherine Schad, CAO and Miro Weinberger, Mayor

Date: September 5 and 11, 2023

Subject: Update on Initial Receipt and Obligation of Nationwide Settlement Opioid Money

Background

In 2021, two nationwide settlements were reached to resolve opioids litigation brought by states and local political subdivisions. The first settlement is with the three largest pharmaceutical distributors—McKesson, Cardinal Health, and AmerisourceBergen (known as the “Distributors” agreement). The second settlement is with the manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (known as the “J&J” agreement). Burlington is a signatory to these settlements and has already begun to receive payments from these “2021 National Settlements.”

In late 2022, nationwide agreements were announced with three pharmacy chains—CVS, Walgreens, and Walmart—and two additional manufacturers—Allergan and Teva. In January 2023, each of those pharmacy chains and manufacturers confirmed that a sufficient number of states had agreed to the settlements to move forward. As with the 2021 National Settlements, states and local governments that wanted to participate in the 2022 National Settlements had the opportunity to “opt in.” The Vermont Attorney General’s Office has been working on the State level on this issue and Burlington is a signatory to the 2022 National Settlements as well.

More information can be found at <https://nationalopioidsettlement.com/> and <https://ago.vermont.gov/divisions/consumer-protection/consumer-resources/health-and-product-safety/opioid-settlement>.

Long-Term Financial Impacts Expected

1. J&J (or Janssen) Agreement

In Years 1-4 (FY23 – FY26) Burlington expects to receive \$146,454/year. Payments will continue in Years 5-11 (FY27-FY33) but they will decrease as payments in Years 1-4 are “accelerated” in this agreement - exactly how much the payments will decrease by is as of yet unclear.

2. Distributors Agreement

In Years 1-7 (FY22-28) Burlington expects to receive \$36,144/year. For Years 6-18 (FY27-FY40) the City expects to continue to receive that amount plus a small additional incentive, amounting to less than an extra \$1,500/year.

3. Teva Allergan and Walmart, Walgreen's & CVS Agreement

The State of Vermont will receive \$46.4 million in total over 15 years (FY24-FY39). Burlington expects to receive its first share (unclear how much) by end of 2023.

Current Finances

Burlington has received a total of \$220,651 in opioid settlement money to date (one payment from Distributors of \$146,454 and two payments from J&J totaling \$74,197)

City spent a total of \$78,397 in FY23 for salary and benefits for the Substance Use Policy Analyst.

City expects this expense to continue in FY24.

Including that expense plus the proposed \$75,000 for Vermonters for Criminal Justice Reform below, the City has fully obligated all settlement money received to date. As mentioned, later in FY24 we expect to receive \$182,598 in money from the FY21 Settlements additional money from the 2022 Settlements.

Budget Request

The Vermonters for Criminal Justice Reform (VCJR) is Vermont's first specialized re-entry and recovery center for justice-involved people living with substance use disorders. Burlington has been a lead champion in establishing the center, which is also financially supported by the University of Vermont Medical Center, Ben & Jerry's Foundation and others.

Justice-involved people are among the most vulnerable to fatal overdoses. Risk of overdose death increases dramatically during the weeks following release from incarceration. According to researchers at the University of Vermont, only 22% of prison staff say Vermont is doing a good job preparing people for release from incarceration.

VCR has served 168 unduplicated, high-risk justice-involved people with substance use disorders so far at the center in downtown Burlington. We request use of \$75,000 of opioid settlement money for VCJR to continue its important mission.

Please note this \$75,000 is in addition to the \$173,051 of CDBG funds and \$62,500 from the non-profit ARPA grant program the City has already committed to VCJR since late 2022.

Motions

Board of Finance Motion:

- Agree and recommend to the City Council that it authorize and approve moving all opioid settlement agreement money received to date and all forthcoming into assigned fund balance labeled 'Opioid Money' to be spent only as directed by such agreements, and to further authorize the Chief Administrative Officer or designee to affect all necessary budget amendments and transfers of funds to complete such allocation; and
- Agree and recommend to the City Council that it authorize and approve earmarking and expenditure of \$75,000 of opioid settlement agreement money to support VCJR, and further authorize the Chief

Administrative Officer or designee to execute an agreement and all other necessary documents to memorialize such expenditure, subject to any necessary review by the City Attorney's Office.

City Council Motion:

- Authorize and approve moving all opioid settlement agreement money received to date and all forthcoming into assigned fund balance labeled 'Opioid Money' to be spent only as directed by such agreements, and to further authorize the Chief Administrative Officer or designee to effect all necessary budget amendments and transfers of funds to complete such allocation; and
- Authorize and approve earmarking and expenditure of \$75,000 of opioid settlement agreement money to support VCJR, and further authorize the Chief Administrative Officer or designee to execute an agreement and all other necessary documents to memorialize such expenditure, subject to any necessary review by the City Attorney's Office.

MEMO

Date: September 5, 2023

To: Board of Finance and City Council

From: Max Madalinski, Associate Parks Project Manager, Department of Parks, Recreation & Waterfront

Cc: Cindi Wight, Director; Sophie Sauvé, Parks Comprehensive Planner

Re: Champlain St Park Renovations Construction, Contractor Contract

I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to enter into an agreement with Waterman Siteworks for a maximum limiting amount of \$163,844.00 for the Champlain Street Park Renovations Construction, plus a 12% construction contingency for a total cost of \$183,731.75.

BPRW also seeks approval for a budget amendment in the amount of \$10,000 from its assigned fund balance of Penny for Parks.

II. Background

Champlain Street Park (*187 South Champlain Street*) is a small urban park in a growing section of downtown Burlington. Formerly a single-family residential lot gifted to the City in 1952, it received few updates after its formation. In the 1990s a small playground, several garden beds, and site-built benches were installed. All park amenities are due for replacement and updating to meet safety and neighborhood needs.

Beginning in 2020, BPRW began engaging the community about future renovations to Champlain St. Park, holding several engagement events, and posting an online survey to solicit public feedback. Due to the COVID-19 pandemic, the project was temporarily put on hold. Outreach restarted in the Fall of 2021 with additional community meetings, soliciting feedback at several Neighborhood Planning Associations (NPAs), reposting an online survey, and staff tabling at the park.

During the planning phase, members of the public described the park's challenges: it does not look like a park, bench placement doesn't invite conversation, the playground is too small, the garden beds are broken, and the park feels unsafe after sunset due to poor visibility into the park.

Using funds allocated to the project in FY19 through Penny for Parks, preliminary steps to address community priority concerns have been implemented, including: clearing trees and brush to improve visibility and replacing the perimeter fence. Given post-COVID inflation prices for materials and services, BPRW, in coordination with the grants team in CT, applied for and secured an additional \$50,000 in funding from the T-Mobile Hometown Grant program and an additional \$25,000 donation from the King Street Neighborhood Revitalization Corporation (KSNRC) towards the remaining project implementation costs.



With the recent tragedy at Champlain St Park, the improvements are timely. The community has been actively involved in the design of the park and in identifying funding opportunities to make community priorities a reality. Neighbors want to see the park reinvigorated as a space for community connections and activity. The design encompasses the feedback received and will support public prioritizations: relaxing, swinging, gardening, and picnicking with views of Lake Champlain to the west. The new entrance to the park will include seating and garden space, a new walkway will lead to the central lawn/informal area for picnicking and field games, and the new playground will move to the western end of the park with lighting to activate and improve safety across the whole park.

III. Process

On June 23, 2023, BPRW issued a Request for Proposals (RFP) for the renovations at Champlain St. Park. The RFP was structured to allow vendors to bid on the landscape construction or playground replacement or both, though it was noted that there would be a preference for a combined proposal to simplify City contracting and coordination.

The RFP was publicly advertised in the Vermont Business Registry, Construction Journals, the City webpage, and other electronic outlets. Four companies attended the optional onsite pre-bid meeting.

BPRW received three combined proposals and one proposal for only the playground replacement on or before the closing date of July 21, 2023. BPRW reviewed the proposals for value, experience, qualifications, and completeness. The joint proposal from Waterman Siteworks and Ultiplay was selected by BPRW staff as they provided the lowest cost bid for the full RFP scope, had clearly identified all subcontractors within their bid, and demonstrated substantial experience with this scale of project. The bid table is provided below.

		1	2	3	4
	Max. Pts	Waterman Siteworks (GC) Ultiplay (Playground Sub.)	Land and Rock Works (GC) Ultiplay (Playground Sub.)	ECI(GC) ME O'Brien (Playground Sub.)	Pettinelli (Playground Replacement Only)
Total Bid Price:					
Playground Option 1		\$168,844.00	\$184,625.00	\$198,000.00	\$74,862.96
Total Bid Price					
Playground Option 2		\$175,698.00	N/A	\$231,000.00	\$74,867.52
Total Score	100	94	89	88	79

After selecting Waterman Siteworks for the project, BPRW staff negotiated cost savings for the project by changing the finish of the concrete and self-performing the demolition of the existing playground. After those deductions, the revised proposal total is \$163,844 and is within the cumulative project budget.

IV. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project is coming from a donation from KSNRC, the T-Mobile Hometown Grant, Park Impact Fees, and City Capital Funds as shown in the budget table on the following page:



Champlain St. Park Renovations Budget	
Budget Sources	
Donation (KSNRC)	\$25,000
Parks Capital – Accessible Resurfacing (Bond)	\$48,000
Grant (T-Mobile Hometown)	\$50,000
Park Impact Fees	\$49,177.75
Penny for Parks	\$1,554
BA - Penny for Parks Restricted Fund Balance	\$10,000
Total Project Revenues	\$183,731.75
Estimated Expenditures	
Site Work and Demolition	\$73,650
PIP Rubber Playground Surfacing	\$47,725
Playground Replacement	\$42,469
<i>Construction Proposal Total (Waterman Siteworks)</i>	<i>\$163,844</i>
Contingency on above items (12%)	\$19,887.75
Total Project Cost	\$183,731.75

The contingency amount above is intended to cover any unanticipated costs that may come up as part of construction.

V. SCHEDULE

The anticipated project schedule is as follows:

- 6/23/2023: RFP issued
- 9/5/2023: Board of Finance (contract approval)
- 9/11/2023: City Council (contract approval)
- Week of 9/11/2023: Contract signed
- Fall 2023: Construction begins
- Spring 2024: Construction Substantially Complete

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

1. To approve and recommend that the City Council approve and authorize the execution of a contract with Waterman Siteworks, LLC, for a price not to exceed \$163,844.00 for the Champlain Street Park Renovations Construction project, plus a project contingency of



\$19,887.50, for a total authorized expenditure in the amount of \$183,731.75, and to authorize Cindi Wight, Director of Parks and Recreation, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.

2. To approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$10,000.00 in funds from the Penny for Parks unallocated restricted fund balance to the Champlain St. Park Renovations Project as outlined on the Budget Amendment Request form.

City Council Motion:

1. To approve and authorize the execution of a contract with Waterman Siteworks, LLC, for a price not to exceed \$163,844.00 for the Champlain Street Park Renovations Construction project, plus a project contingency of \$19,887.50, for a total authorized expenditure in the amount of \$183,731.75, and to authorize Cindi Wight, Director of Parks and Recreation, to execute the contract and any related documents needed to carry out the project, subject to review by the City Attorney's Office.
2. To authorize the Chief Administrative Officer, or their designee, to affect the necessary budget amendment and transfer of \$10,000.00 in funds from the Penny for Parks unallocated restricted fund balance to the Champlain St. Park Renovations Project as outlined on the Budget Amendment Request form.

Board of Finance and City Council Submission Checklist

Department: Parks & Recreation Submitter: Max Madalinski

Title/Subject: Champlain St. Park Renovations

	Approval:	Meeting Date:
☒	Board of Finance	9/5/2023
☒	City Council	9/11/2023
☐	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	8/28/2023	Cindi Wight
Mayor's Office informed and approved memo	Yes	8/30/2023	Jordan Redell
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	8/24/2023	Kyle Clauss; final review will take place before signing
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/24/2023	Kyle Clauss
CAO has reviewed budget, financing, and memo	Yes	8/28/2023	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	
Contract Attached, if applicable?	No	Full Attorney's office review to take place before signing
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Included in memo
If for submission to Council, are sponsors identified?	No	Click or tap here to enter text.

MEMO

Date: September 5, 2023

To: Board of Finance and City Council

From: Kim Bleakley, Central Facilities Manager, Department of Parks, Recreation & Waterfront

CC: Cindi Wight, Director; Deryk Roach, Parks and Central Facilities Superintendent

Re: Lakeview Cemetery Exterior Restoration

I. Purpose

This memo seeks approval to execute all necessary contracts and budget approvals to restore the exterior of the Lakeview Cemetery office building and to make minor repairs to the adjacent Louisa Howard Chapel.

II. Background

Lakeview Cemetery opened in 1867 and the adjacent Louisa Howard chapel opened in 1882. When the cemetery opened, there was a Queen Anne style home built on the property where the caretaker lived. Today, the home is used as an office for City employees, holds all cemetery legal files and history in a fireproof room, is used as a meeting area to conduct cemetery business with members of the public and as a support building for all Louisa Howard Chapel rentals. In April of 2021, the City had a professional assessment done on the building. This rapidly deteriorating building is in critical need of exterior renovations. Our goal is to restore problematic features in order to keep the structural integrity of the building intact. Focusing on repairing exterior rot, controlling water leaks, keeping the building painted and improving the structural integrity of the porches and ramps are essential to the future of the building. While the design includes interior renovations, we focus only on exterior renovations due to our tight capital budget. The adjacent chapel was renovated in 2006 and needs minor roof and window repairs.

The original intent was to renovate both the exterior and interior of this building. Due to budget constraints, we decided move forward only with the exterior renovations at this time. This conclusion, while essential to complete in the future, has cut the budget for this project by over \$300,000.

III. PROCESS

In April 2021, the City hired a local architect who is an expert in historic preservation to conduct a building assessment and conceptual design for this project. With this assessment, in March 2023, the Central Facilities team posted an RFP to restore the exterior of the Lakeview office building and to complete the repairs on the chapel. We had two contractors attend the mandatory contractor site visit. We selected the lower bid submitted by Farrington Construction Company.



Please note the following dates associated with the RFP:

Date of Issuance: March 13, 2023

Site Visit: March 21, 2023 1:00 PM Mandatory for General Contractors

Questions Due: March 28, 2023 12:00 PM

Answers Posted: March 31, 2023 12:00 PM

Proposal Due Date: April 10, 2023 12:00 PM

Bids Received:

Lakeview Exterior Renovation			
RFP Matrix			
Farrington Construction			\$238,976.00
Waterman Siteworks			\$369,750.00

Summary of Work to be completed:

-Site work

-Foundation work

-Stone repointing

-Ramp replacement, roof, rot window and door repairs

-Exterior painting





IV. PROJECT FUNDING SOURCES, BUDGET AND ESTIMATES

Funding for this project comes from the City Council approved FY23 and FY24 Facilities Capital budget. Prior to the approval by City Council, both of these budgets were approved by the City's Capital Committee.

Funding Sources & Budget	
Facilities Capital FY '23	\$150,000.00
Facilities Capital FY '24	\$150,000.00
Total Budget	\$300,000.00
Contractor bid	\$238,976.00
~15% Contingency (on above items)	\$35,846.00
Total Project Estimate	\$274,882.00

The contingency on the bid amount above is intended to cover any unanticipated costs that may come up as part of the restoration.

V. SCHEDULE

The anticipated project schedule is as follows:

- March 2023: RFP issued for the exterior restoration of Lakeview Office and Louisa Howard Chapel
- August 2023: Board of Finance and City Council approvals
- August 2023: Contract signed
- Fall 2023: Estimated construction begins

DEPARTMENT RECOMMENDATION

Board of Finance Motion:

To approve and recommend that the City Council authorize the execution of a contract with Farrington Construction Company, for a price not to exceed \$238,976.00, to complete exterior restoration at Lakeview Cemetery, plus a project contingency of \$35,846.00 (total request including contingency not to exceed \$274,882.00), and to 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.

City Council Motion:

To approve and authorize the execution of a contract with Farrington Construction Company, for a price not to exceed \$238,976.00, to complete exterior restoration at Lakeview Cemetery,



plus a project contingency of 35,846.00 (total request including contingency not to exceed \$274,882.00), and to 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.

Board of Finance and City Council Submission Checklist

Department: BPRW Submitter: Kim Bleakley

Title/Subject: Lakeview Cemetery Office Building and Louisa Howard Chapel Exterior Renovations

	Approval:	Meeting Date:
☒	Board of Finance	9/5/2023
☒	City Council	9/11/2023
☐	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	7/3/2023	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	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	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	7/11/2023	Kyle
CAO has reviewed budget, financing, and memo	Yes	7/14/2023	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?	N/A	Click or tap here to enter text.
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Choose an item.	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.



**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

To: Board of Finance / City Council

From: Chapin Spencer, Director

CC: Norm Baldwin, P.E., City Engineer, Division Director – Technical Services
Corey Mims, P.E., Senior Public Works Engineer
Phillip Peterson, P.E., Public Works Engineer
Jeffrey McKee, CEO, Community Health Centers
Sam Arnold, COO, Community Health Centers
Kim Anderson, Director of Development and Communications, Community Health Centers
Kara Alnasrawi, Director, Department of Business & Workforce Development

Date: September 5, 2023

RE: North Winooski Avenue Project and Community Health Centers Parking

Request:

At its August 22 meeting, The Transportation, Energy & Utilities Committee recommended using \$15,000 of FY 24 Councilor Initiative funds to support the Community Health Center's additional design work for the development of off-street parking.

Background:

The new North Winooski Avenue lane configuration, with the addition of bike lanes and implementation of parking changes, was installed between North Union Street and Riverside Avenue in early August. DPW sent out an email on 8-17-23 to hundreds of stakeholders along the corridor asking whether there were any early concerns with the installation that needed to be monitored or fixed. We have received four responses to date – two concerned about the reduction in on-street parking, one requesting resident-only parking and one regarding communication with campus stakeholders. Additionally, in direct communications with businesses, City staff have heard from a handful of local businesses with ongoing concerns with the reduced parking supply and a desire to continue to look for ways to further maximize on-street parking and loading/unloading.

The new lane reconfiguration was a recommendation that came out of the Winooski Avenue Corridor Study. More information on the study can be found here: <https://www.ccrpcvt.org/our-work/transportation/current-projects/corridors-circulation/winooski-avenue-corridor-study/>

As City Councilors may recall, there has been a concerted effort to minimize the impact from removing 40 parking spaces on the east side of North Winooski Avenue by implementing many strategies including:

- Installing more time-limited parking on the west side of the street to encourage turnover and reducing the fine for time-limited violations from \$75 to \$20 per violation

- Securing off-street spaces for public use
- Providing \$15,000 in City grants to adjacent businesses and non-profits to enhance their transportation demand management (TDM) efforts
- Connecting adjacent businesses to resources from the Department of Business & Workforce Development
- Allowing a one-month grace period to issue warning tickets for time-limited violations to assist in the parking transition
- Working with the Community Health Center (CHC) to explore more off-street parking options for their employees

Regarding this last item, DPW and CHC staff have been working through conceptual off-street parking options that utilize portions of adjacent properties. Given the steep slopes around the CHC building, geotechnical considerations are key to determining the viability of developing additional off-street parking adjacent to their operation. CHC paid \$13,000 for initial design work that indicated additional parking could be added to the back of their facility, but the stabilization costs made the overall project too expensive (over \$1M for approximately two dozen spaces). Since then, DPW and CHC staff have been discussing whether smaller and lower-cost options that reduce impact on the steep slopes may be viable.

DPW shared some conceptual drawings that CHC thought were worth pursuing. To determine whether these lower-cost options are technically viable, additional geotechnical work must be completed. CHC has worked with adjacent property owners and is confident that they can secure property rights for an off-street parking area if one is technically and financially feasible. CHC is requesting the City consider a cost share contribution towards this work. CHC expects this additional design work will cost between \$15,000 and \$25,000 and CHC would cover the balance of costs for the additional design work. The City Council's Transportation, Energy and Utilities Committee met on August 22 and recommended a \$15,000 contribution from the FY'24 City Council Initiatives fund to support CHC's additional design work.

The City and CHC have looked at grant and Congressionally Directed Spending sources, but to date have not found promising leads. Both parties will of course continue to look for future funding opportunities. Given that the financial expense of constructing such a private facility would be borne largely by CHC, DPW staff is supportive of helping with this upcoming supplemental design work to determine the overall feasibility.

Don't hesitate to reach out with any questions or comments prior to the meeting.

Board of Finance Motion:

The Board of Finance recommends the City Council approve the use of \$15,000 of Councilor Initiative Funds for the Community Health Centers to conduct additional geotechnical study and design work for off-street parking adjacent to their facility and authorize the Director of Public Works to execute an agreement with Community Health Centers to facilitate transfer and terms of acceptance of such funds, subject to review by the City Attorney's Office.

City Council Motion:

The City Council approves the use of \$15,000 of Councilor Initiative funds for the Community Health Centers to conduct additional geotechnical study and design work for off-street parking adjacent to their facility and authorize the Director of Public Works to execute an agreement with Community Health Centers to facilitate transfer and terms of acceptance of such funds, subject to review by the City Attorney's Office.

Board of Finance and City Council Submission Checklist

Department: DPW Submitter: Chapin Spencer

Title/Subject: Community Health Centers City Council Initiatives Request – September 2023

	Approval:	Meeting Date:
☒	Board of Finance	9/5/2023
☐	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	Yes	8/30/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	8/30/2023	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 here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/30/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	8/30/2023	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?	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?	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**

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www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Phillip Peterson, PE, Public Works Engineer
Dora Bean, Associate Public Works Engineer

DATE: September 5, 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
Corey Mims, PE, Senior Public Works Engineer

RE: Acceptance of VTrans Town Highway Class 2 Roadway Program Grant #P02156
for North Avenue Road Surfacing

Request:

The Department of Public Works ("DPW") is requesting Board of Finance and City Council approve that the City accepts Vermont Agency of Transportation (VTrans) Town Highway Class 2 Roadway Program Grant #P02156 for the mill and fill of asphalt on North Avenue between Plattsburg Avenue and Staniford Road. The grant amount is \$200,000, to be paid upfront by the City of Burlington and then reimbursed by VTrans.

Background of North Avenue Road Surfacing

From Plattsburg Avenue and Staniford Road, North Avenue's road surface has significant deterioration consisting of rutting of the vehicle path, alligator cracking, delamination of the pavement surface, and potholes. Ultimately, the pavement is nearing the end of its design life. This section of North Ave serves an AADT of over 8,000 vehicles per day and is an important connection between Burlington's downtown to the New North End; and community of Colchester. Given these conditions, DPW Staff's Municipal Highway Grant Application to obtain funds for this project was approved by VTrans.

The CY23 Paving contractor will be performing patching operations in order to ensure this section of North Avenue holds up over winter. The larger paving work is to be included in the 2024 paving contract, which is anticipated to be bid in December 2023.

Funding for North Avenue Road Surfacing Project

The overall project budget is \$474,528.14, which is based on the engineers estimate. The funding for this project comes from VTrans Town Highway Class 2 Roadway Program Grant #P02156 (pending Board of Finance and City Council approval) and Street Capital.

The funding sources breakdown for this project are the following:

1. VTrans Town Highway Class 2 Roadway Program Grant #P02156: VTrans \$200,000 with a 20% local match from Street Capital.
2. Street Capital: \$274,528.14 (anticipated based on the engineer's estimate). This includes the 20% local match and additional funds to meet the project costs.

The City will pay costs upfront and be reimbursed by VTrans up to the value of the grant. This grant is for the mill and fill of asphalt, full width on North Avenue between Plattsburg Avenue and Staniford Road. This includes the installation of lane markings, stop bars and other pavement markings as well as complete streets ADA crossings, and adjusting of drainage structures to achieve positive drainage. Once the work is complete and the contractor invoice has been received the grant reimbursement will be requested. DPW now seeks authorization to accept this grant to secure a significant portion of overall project funding.

Attachments

1. VTrans Grant Agreement #P02156

Motions**Actions for Board of Finance:**

1. To approve and recommend that the City Council authorize the Director of Public Works to accept and execute the Town Highway Class 2 Roadway Program Grant #P02156 from the Vermont Agency of Transportation, in an amount up to \$200,000, for the mill and fill of asphalt on North Avenue between Plattsburg Avenue and Staniford Road, where such acceptance includes commitment of local matching funds which equal 20% of the grant award, with such execution of grant documents being subject to the prior review of the City Attorney's Office.

Actions for City Council:

1. To authorize the Director of Public Works to accept and execute the Town Highway Class 2 Roadway Program Grant #P02156 from the Vermont Agency of Transportation, in an amount up to \$200,000, for the mill and fill of asphalt on North Avenue between Plattsburg Avenue and Staniford Road, where such acceptance includes commitment of local matching funds which equal 20% of the grant award, with such execution of grant documents being subject to the prior review of the City Attorney's Office.

STATE OF VERMONT

STANDARD GRANT AGREEMENT

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement between the State of Vermont, Agency of Transportation, (hereinafter called “State”), and the **City of Burlington**, a **US Local Government** with its principal place of business at **645 Pine Street, Burlington, VT 05401**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant Agreement is for financial assistance to a municipality under 19 V.S.A. § 306(h) for resurfacing, rehabilitation, or reconstruction of paved or unpaved class 2 town highways.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **20** pages including the following attachments which are incorporated herein:

Grant Agreement Part 2 – Grant Agreement

Grant Agreement Part 1 – Grant Award Detail

Attachment A - Scope of Work

Attachment B - Payment Provisions

Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)

Attachment D - Other Provisions

Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions

(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

4. Order of Precedence: Any ambiguity, conflict or inconsistency in the Grant Documents shall be resolved according to the following order of precedence:
 - 1) Grant Agreement Part 1 and Part 2
 - 2) Attachment D – Other Provisions
 - 3) Attachment C - Standard State Provisions for Contracts and Grants (revised 12/15/2017)
 - 4) Attachment A – Scope of Work
 - 5) Attachment B – Payment Provisions
 - 6) Attachment E - DOT Standard Title VI Assurances and Non-Discrimination Provisions

(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

State of Vermont
Agency of Transportation

Grantee:
CITY OF BURLINGTON

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: P02156		² Original ☒ Amendment # _____	
³ Grant Title: Town Highway Class 2 Roadway Program - FY24			
⁴ Amount Previously Awarded: \$0.00		⁵ Amount Awarded This Action: \$200,000.00	
⁶ Total Award Amount: \$200,000.00			
⁷ Award Start Date: Jul 01, 2023		⁸ Award End Date: Dec 31, 2025	
⁹ Subrecipient Award: YES ☐ NO ☒			
¹⁰ Vendor #: 0000040096		¹¹ Grantee Name: City of Burlington	
¹² Grantee Address: 645 Pine Street			
¹³ City: Burlington		¹⁴ State: VT	
		¹⁵ Zip Code: 05401	
¹⁶ State Granting Agency: Vermont Agency of Transportation			¹⁷ Business Unit: 08100
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$ 20% Description: LOCAL SHARE	
²⁰ If this action is an amendment, the following is amended: Amount: ☐ Funding Allocation: ☐ Performance Period: ☐ Scope of Work: ☐ Other: ☐			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: EN7YVLHMT773		²² Indirect Rate: N/A % (Approved rate or de minimis 10%)		²³ FFATA: YES ☐ NO ☒	
²⁴ Grantee Fiscal Year End Month (MM format): 06				²⁵ R&D: ☐	
²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$0.00	\$0.00	\$0.00	
Special Fund	\$0.00	\$0.00	\$0.00	
Global Commitment (non-subrecipient funds)	\$0.00	\$0.00	\$0.00	
Other State Funds	\$0.00	\$200,000.00	\$200,000.00	Transportation Fund

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$0.00	\$0.00	\$0.00			
³⁹ Federal Awarding Agency:		⁴⁰ Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
		\$0.00	\$0.00	\$0.00			\$0.00
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$0.00	\$200,000.00	\$200,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY

NAME: James Cota
 TITLE: District 5
 PHONE: Office (802) 527 - 5501 Cell (802) 782 - 0802
 EMAIL: jim.cota@vermont.gov

GRANTEE

NAME: Laura Wheelock
 TITLE: Public Works Engineer
 PHONE: Office: (802) 338 - 2125 Cell: (802) 338 - 2125
 EMAIL: lwheelock@burlingtonvt.gov

ATTACHMENT A SCOPE OF WORK

The Grantee hereby certifies as follows:

- a. The Grantee has funds available to finance the local share of the project during the Grant period.
- b. The Grantee has adopted town road and bridge standards which meet or exceed the minimum State-approved codes and standards produced by the Vermont Agency of Transportation (VTrans) and approved by the Vermont Agency of Natural Resources (VANR). If the Grantee has adopted codes and standards which meet these minimum requirements, the Grantee further certifies that the municipality follows and adheres to those adopted codes and standards.
- c. The Grantee has an Infrastructure Study (three years or less old) which identifies location, size, deficiencies/condition of roads, bridges, causeways, culverts and highway-related retaining walls on class 1,2, and 3 town highways, and estimated cost of repair.
- d. The Grantee has submitted the Annual Town Plan required by 19 V.S.A. § 306(j) to VTrans' district office.
- e. Where a municipality has adopted codes and standards meeting the minimums required by VTrans and has an Infrastructure Study, the project is eligible for a 80% State share, not to exceed the total award amount stated on the Part 1 – Grant Award Detail.
- f. Where a municipality has not adopted codes and standards meeting the minimums required by VTrans or lacks an Infrastructure Study, the project is eligible for an 70% State share, not to exceed the total award amount stated on the Part 1 – Grant Award Detail.
- g. The Town/Municipality has completed the Environmental Resource checklist in the grant application.



VERMONT

AGENCY OF TRANSPORTATION

FY 2024 Municipal Highway Grant Application

APPLYING FOR: ☐ Structures ☒ Class 2 Roadway ☐ Emergency

MUNICIPALITY: Burlington MUNICIPAL CONTACT (name): Phillip Peterson

MAILING ADDRESS: 645 Pine Street, Burlington VT 05402

Phone: (802) 598-8356

E-Mail: PPeterson@burlingtonVT.gov

ACCOUNTING SYSTEM: ☒ Automated ☐ Manual ☐ Combination

SAM #: J9MJZAND8XN7

Grantee FY End Month (mm format): 06

DISTRICT CONTACT (name): Ernie Patnoe

Phone: (802) 655-1580

E-Mail: Ernie.Patnoe@vermont.gov

SCOPE OF WORK TO BE PERFORMED BY GRANTEE

Location of Work. The work described below involves the following town highway / structure:

TH# 3, (Name) North Avenue which is a class 2 town highway.

Bridge # _____, which crosses _____

Culvert # _____, for which the original size was _____ and the replacement size is _____

Causeway: _____

Retaining Wall: _____

Latitude: 44.514837 Longitude: -73.257308 MM (If Available): 2.75 TO 3.15

Problem:

The roadway surface has significant deterioration consisting of delamination of the pavement surface, potholes and locations of ponding/poor roadway drainage. There is rutting of the vehicle path, alligator cracking and delamination of the pavement within this section.

Reason For Problem:

This section of North Avenue serves an AADT of over 8,000 vpd and is an important connection between Burlington's downtown to the New North End; and community of Colchester. The pavement is nearing the end of its design life for both vehicle and bicycle connection with our community, the condition of the bike facility is such that bicycle tires get caught in longitudinal cracks.

Proposed Scope of Work:

Mill and Fill up to 2" of asphalt, full width on North Avenue between Plattsburg Avenue and Staniford Road. Work will also include installing any lane/line marking, stop bars or other pavement markings, complete streets ADA crossing, and adjusting of drainage structures to achieve positive drainage.

Detailed Cost Estimate (below or attached):

See attached. Pricing is based on unit pricing reflected on bids received in the spring of 2023

Estimated Project Amount: \$ 474,528.14

Estimated Completion Date: 11/01/2024

Municipality has adopted Codes & Standards that meet or exceed the State approved template? ☒ YES ☐ NO	
Municipality has a current Network Inventory? ☒ YES ☐ NO	
Municipality <u>MUST</u> complete the following environmental resource checklist:	
EXISTING STRUCTURES: (check all that apply)	
☐ Steel Tube Culvert	☐ Concrete Box Culvert
☐ Stone Culvert	☐ Concrete Bridge
☐ Ditch	☐ Rolled Beam/Plate Girder Bridge
☐ Metal Truss Bridge	☐ Wooden Covered Bridge
☐ There are foundation remains, mill ruins, stone walls or other	☐ Masonry Structure
☐ Stone Abutments or Piers	☐ Buildings (over 50 yrs old) within 300 feet of work
☐ Other:	
PROJECT DESCRIPTION: (check all that apply)	
☐ The project involves engineering / planning only	☒ The project consists of repaving existing paved surfaces only
☐ The project consists of reestablishing existing ditches only within existing footprint	☒ All work will be done from the existing road or shoulder
☐ The structure is being replaced on existing location / alignment	☐ There will be excavation within 300 feet of a river or stream
☐ New structure on new alignment	☐ Repair/Rehab of existing structure
☐ There will be excavation within a flood plain	☐ Road reclaiming, reconstruction, or widening
☐ Tree cutting / clearing	☐ Temporary off-road access is required
☐ New ditches will be established	☐ The roadway will be realigned
The municipality has included photos of the project. Must show infrastructure and surrounding features as much as possible. ☒ YES ☐ NO	

Below this line to be filled in by VTrans staff:

Recommended Award Amount:

District Staff Approval: (name) June 2023

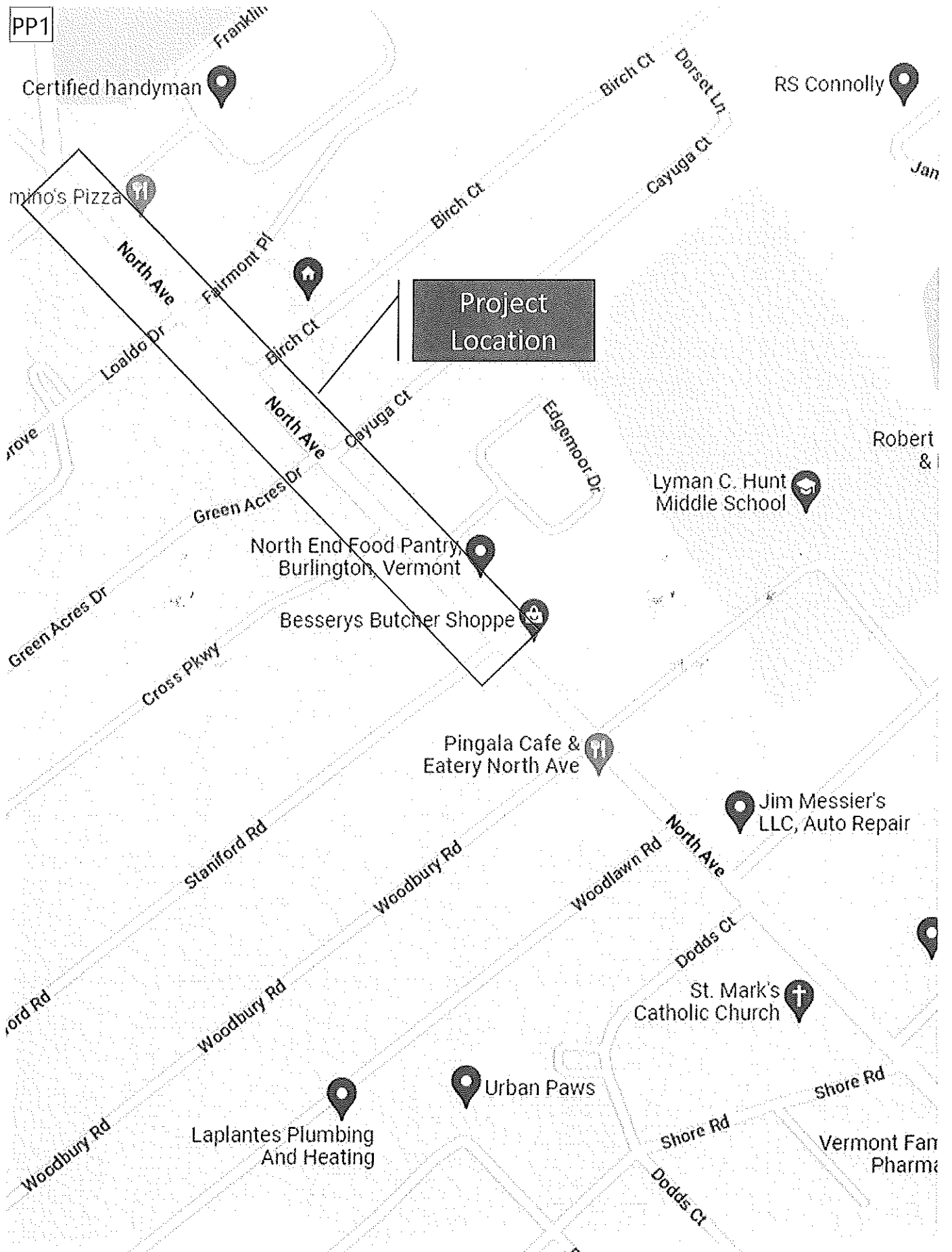
Date:

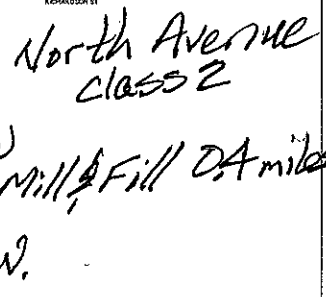
\$200,000.00
5/31/2023

Note:

Projects may involve impacts to protected historic or archaeological resources. For more information, responsible parties are encouraged to contact the District staff.

PP1



458,948

Burlington
Northern Section
INDEN COUNTY
Transportation District #5
Prepared by the
Agency of Transportation
Planning and Technical Development
in cooperation with
the Transportation



TOWN HIGHWAY GRANTS ARCHAEOLOGY/HISTORIC REVIEW EXEMPTION RECORD

To be completed by the District Tech in conjunction with the Towns.
Check the appropriate exemption category from the boxes below.

Roadway Exemptions

- ☒ Rehabilitation of existing surface course and/or application of new pavement on existing gravel surface
- ☒ Sub-base improvements limited to the depth of the existing sub-base

Culvert Exemptions

- ☐ In-kind replacement of metal or tube culverts less than 50 years old in their existing location provided all work is done from the existing roadway
- ☐ In-kind replacement of liners on culverts less than 50 years old
- ☐ Re-establishing existing ditches

Town Name: Burlington

Road Name: North Avenue

District Signature & Date: *Jan E. [Signature]* 5-31-2023

ATTACHMENT B PAYMENT PROVISIONS

The State agrees to compensate the Grantee for services performed up to the total award amount stated on the Grant Agreement Part 1 – Grant Award Detail of this Grant Agreement provided such services are within the scope of the Grant and are authorized as provided for under the terms and conditions of this Grant.

A close out report must also be submitted within 45 days of the project completion or end date of the Grant, whichever is first, documenting that the project has been completed and accepted by the Grantee (this is also on the VTrans TA65 form).

If the project is not completed before the end date of the Grant, the Grantee will have no claim for reimbursement under this Grant Agreement.

All completed forms should be submitted to:

Name:	James Cota
Title:	District Project Manager
Address:	Vermont Agency of Transportation
	District 5
	PO Box 168
	Essex Junction, VT 05453

The State will close out this award when it determines that all applicable administrative actions and all required work of the award have been completed by the Grantee. To be reimbursed under the conditions of this Grant, the Grantee must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award. The State, at its sole discretion, may extend the 90-day submittal period, when requested and justified by the Grantee.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any 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.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this Grant Agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
7. **Construction:** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work.
8. **Permits; Compliance with Permit Conditions.** The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.
9. **Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
10. **Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
11. **Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
12. **Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.

13. **Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
14. **Cargo Preference Act Compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link:
<https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

ATTACHMENT E

The United States Department of TransportationStandard Title VI/Non-Discrimination AssurancesDOT Order No. 1050.2A***Assurance Appendix A***

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), (“....*which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*”);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Phillip Peterson
 Acceptance of VTrans Town Highway Class 2 Roadway Program Grant #P02156 for
 Title/Subject: North Avenue Road Surfacing

	Approval:	Meeting Date:
☒	Board of Finance	9/5/2023
☒	City Council	9/11/2023
☐	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	8/29/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	8/29/2023	Samantha Sheehan
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	8/14/2023	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/14/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/29/2023	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?	No	Click or tap here to enter text.
Additional Materials, if necessary	Yes	VTrans Grant Agreement #P02156
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.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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802.863.0450 TTY
www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Laura Wheelock, PE, Senior Public Works Engineer
Julia Ursaki, PE, Public Works Transportation Engineer

DATE: September 5, 2023 (BOF)/September 11, 2023 (CC)

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE Assistant Director of Public Works/City Engineer

RE: Budget Amendment for 79 Pine Street Sales Tax Reallocation Funds for the
BTC Public Improvements Project

Request:

The Department of Public Works ("DPW") is requesting Board of Finance and City Council approve a budget amendment to the BTC Public Improvements Project Budget - Great Streets Bank and Cherry Street Project Budget to add \$480,052 in Sales Tax Reallocation (STR) funds from the State of Vermont in association with the redevelopment project at 79 Pine Street.

Background

The Community & Economic Development Office (CEDO) applied for the funding in June of 2021, bringing the request to apply to the City Council on June 28, 2021. The funds were applied for towards the public improvements along Bank Street and Pine Street in the vicinity of the 79 Pine site redevelopment under two projects: the Burlington Town Center (BTC) Public Improvement Project that the City has collaborated with City Place Partners to construct, and the City's Great Streets Bank and Cherry Street Project.

At this time the 79 Pine Street redevelopment project has completed, which satisfies one half of the condition of the STR funds. The remaining obligation is for the City to complete the improvements as described in the application and seek reimbursement from the State for those funds.

Funding/Budget

The funding for the two projects comes from a variety of sources. Waterfront BTC Tax increment Financing (TIF); Sales Tax Reallocation (STR); Congressionally Directed Spending (CDS); Church Street Side Street – Cherry Street; Rebuilding American Infrastructure with Sustainability

and Equity (RAISE) – Great Streets Bank and Cherry; and a small amount of Capital Bond for local match.

- The City Council has already allocated the Waterfront BTC TIF to these two projects through the as amended Second Amended and Restated Development Agreement (2ARDA) with City Place Partners earlier in 2023; and through approval to incur debt and secure financing for the Waterfront BTC TIF project at their May 1, 2023 meeting for \$18,840,000.
- DPW staff with support from CEDO are seeking to increase the as approved project budget by \$480,052 in STR funds from the 79 Pine St redevelopment project
- DPW staff is seeking Board of Finance and City Council consideration for execution of the CDS – Church Street Side Street – Cherry Street award under separate agenda item for \$15,000,000;
- DPW staff will be bringing forward for consideration for consideration later this fall the RAISE grant award.

A DRAFT budget amendment to add these funds to the project has been included for consideration (Attachment 1). In addition, a proposed, working budget is included (Attachment 2), representing the overall project budget for these two projects with previously approved funding, funding currently under consideration, and upcoming funding for which we will be seeking approval later this fall.

Attachments

1. DRAFT Budget Amendment
2. Proposed Overall Project Budget

Motions

Actions for Board of Finance:

To approve and recommend that the City Council authorize the use of \$480,052 in 79 Pine St Sales Tax Reallocation funds towards the BTC Public Improvements Project Budget - Great Streets Bank and Cherry Street Project Budget and authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1 in furtherance of securing this reimbursable state funding.

Actions for City Council:

To authorize the use of \$480,052 in 79 Pine St Sales Tax Reallocation funds towards the BTC Public Improvements Project Budget - Great Streets Bank and Cherry Street Project Budget and authorize the Chief Administrative Officer or designee to effectuate all necessary budget amendments and transfers of funds in substantial conformance with Attachment 1 in furtherance of securing this reimbursable state funding.

CITY OF BURLINGTON, VT
PROJECT BUDGET AMENDMENT REQUEST

Department: DPW Requested by: Laura Wheelock Date: DRAFT

Briefly explain the reason for the amendment:

Add \$480,052 in reimbursable State Sales Tax Reallocation funding to the BTC - Public Improvement Project. Add the Congressionally Directed Spending - Church Street Side Streets - Cherry Street budget to Fund 851. For the \$300,000 of the GO23 Bond funds for the local match have been approved under FY24 and originally allocated under the annual sidewalk contract portion of the bond. These funds need to be moved from that G/L and project to the new Grant project. The remaining \$300,000 of funds shall be allocated under FY25.

Dept. Head Approval (under 10k)

Chief Administrative Officer Date (10k to 24,999)

Mayor Date (25K - 50K)

BUDGET AMENDMENT DETAILS

Org Set	GL Account	Account Name	Project/Sub/Detail Name	Increase/ (Decrease)
851-19-700	4875_145	BTC Public Improvements, Public Works, Capital Projects.Grants - State Miscellaneous Taxes	851 BTC Improve - Sales Tax Reallocation -	480,052
851-19-700	9500_100	BTC Public Improvements, Public Works, Capital Projects.Capital Outlay - Construction	851 BTC Improve - Sales Tax Reallocation -	480,052
851-19-700	4875_130	BTC Public Improvements, Public Works, Capital Projects.Grants - Federal Capital Indirect	851 BTC Improve - CDS CD23(1) - Cherry ST-	12,000,000
851-19-700	9500_100	BTC Public Improvements, Public Works, Capital Projects.Capital Outlay - Construction	851 BTC Improve - CDS CD23(1) - Cherry ST-	12,000,000
851-19-700	4990_235	BTC Public Improvements, Public Works, Capital Projects.Interfund Transfer Proceeds - Waterfront TIF	851 BTC Improve - CDS CD23(1) - Cherry ST-	2,400,000
851-19-700	9500_235	BTC Public Improvements, Public Works, Capital Projects.Capital Outlay - Waterfront TIF	851 BTC Improve - CDS CD23(1) - Cherry ST-	2,400,000
851-19-700	4990_800	BTC Public Improvements, Public Works, Capital Projects.Interfund Transfer Proceeds - Bond Proceeds Tsf	851 BTC Improve - CDS CD23(1) - Cherry ST-	300,000
851-19-700	9500_800	BTC Public Improvements, Public Works, Capital Projects.Capital Outlay - Bond Tsf Expenditures	851 BTC Improve - CDS CD23(1) - Cherry ST-	300,000
842-19-700-771	4990_800	Streets & Sidewalks, Public Works, Capital Projects, Sidewalk Reconstruction.Interfund Transfer Proceeds - Bond Proceeds Tsf	842 Sidewalk - Annual Contract - CY23	(300,000)
842-19-700-771	9500_800	Streets & Sidewalks, Public Works, Capital Projects, Sidewalk Reconstruction.Capital Outlay - Bond Tsf Expenditures	842 Sidewalk - Annual Contract - CY23	(300,000)

BTC Public Improvements Overall Budget
Federal/State Cooperative Agreement Projects Only
See CPP (TIF-STR) for other work/budget

by Federal Project					by Federal Fiscal Year (October-September)								
REVENUE:			Total	Leahy CDS	RAISE	FY23	FY24	FY25	FY26	FY27	FY28	FY29	TOTAL
Leahy Congressionally Directed Spending	Cherry Street	\$12,000,000.00	\$15,000,000.00		\$22,384,000.00		\$ 396,000.00	\$ 2,029,600.00	\$ 4,468,000.00	\$ 2,706,400.00	\$ -	\$ -	\$ 9,600,000.00
City Capital	Local Match - Cherry Street	\$600,000.00					\$ 36,000.00	\$ 129,600.00	\$ 270,000.00	\$ 164,400.00			\$ 600,000.00
Waterfront Tax Increment Financing	Local Match - Cherry Street	\$2,400,000.00					\$ 99,000.00	\$ 507,400.00	\$ 1,117,000.00	\$ 676,600.00			\$ 2,400,000.00
RAISE: Reconnecting Downtown	Bank Street, Balance of work on other streets	\$20,850,000.00				\$ 1,497,000.00	\$ 3,941,000.00	\$ 9,147,500.00	\$ 6,264,500.00	\$ -	\$ -	\$ -	\$ 20,850,000.00
RAISE: Workforce Development	CEDO	\$1,534,000.00				\$ 613,600.00	\$ 613,600.00	\$ 230,100.00	\$ 76,700.00	\$ -	\$ -	\$ -	\$ 1,534,000.00
Subtotal		\$37,384,000.00					\$ 2,641,600.00	\$ 7,221,200.00	\$ 15,232,600.00	\$ 9,888,600.00	\$ -	\$ -	\$ 34,984,000.00
EXPENSES:													
Cherry Street (Church-Winooski)	CDS - PE	\$ 3,000,000.00		\$ 3,000,000.00			\$ 150,000.00	\$ 90,000.00	\$ 30,000.00	\$ 30,000.00			\$ 300,000.00
	CDS - ROW						\$ 30,000.00	\$ 30,000.00					\$ 60,000.00
	CDS - CONSTRUCTION							\$ 528,000.00	\$ 1,320,000.00	\$ 792,000.00			\$ 2,640,000.00
Cherry Street (Battery-Church)	CDS - PE	\$15,330,000.00		\$ 12,000,000.00			\$ 400,000.00	\$ 240,000.00	\$ 80,000.00	\$ 80,000.00			\$ 800,000.00
	CDS - ROW						\$ 95,000.00	\$ 95,000.00				\$ 190,000.00	
	CDS - CONSTRUCTION							\$ 2,202,000.00	\$ 5,505,000.00	\$ 3,303,000.00			\$ 11,010,000.00
	RAISE - PE												\$ -
	RAISE - ROW						\$ 3,330,000.00						\$ -
	RAISE - CONSTRUCTION								\$ 1,665,000.00	\$ 1,665,000.00			\$ 3,330,000.00
Bank Street (Pine - Winooski)	PE	\$12,200,000.00					\$ 976,000.00	\$ 585,600.00	\$ 195,200.00	\$ 195,200.00			\$ 1,952,000.00
	ROW						\$ 122,000.00	\$ 122,000.00				\$ 244,000.00	
	CONSTRUCTION						\$ 10,004,000.00	\$ 2,000,800.00	\$ 5,002,000.00	\$ 3,001,200.00		\$ 10,004,000.00	
Pine & St. Paul Street	PE	\$5,320,000.00					\$ 399,000.00	\$ 239,400.00	\$ 79,800.00	\$ 79,800.00			\$ 798,000.00
	ROW						\$ -	\$ 111,000.00				\$ 111,000.00	
	CONSTRUCTION						\$ 4,411,000.00	\$ 882,200.00	\$ 2,205,500.00	\$ 1,323,300.00		\$ 4,411,000.00	
Workforce Development	PE	\$1,534,000.00				\$ 613,600.00	\$ 613,600.00	\$ 230,100.00	\$ 76,700.00				\$ 1,534,000.00
Subtotal		\$34,384,000.00		\$ 12,000,000.00	\$ 22,384,000.00		\$ 2,605,600.00	\$ 7,091,600.00	\$ 14,962,600.00	\$ 9,724,200.00	\$ -	\$ -	\$ 34,384,000.00

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Laura Wheelock
 Title/Subject: Budget Amendment for 79 Pine Street Sales Tax Reallocation Funds for the BTC Public Improvements Project

	Approval:	Meeting Date:
☒	Board of Finance	9/5/2023
☐	City Council	9/11/2023
☐	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	8/29/2023	Chapin Spencer/Norm Baldwin
Mayor's Office informed and approved memo	Yes	8/29/2023	Samantha Sheehan
Board/Commission, if required	N/A		Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	8/30/2023	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/30/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/29/2023	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	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.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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802.863.0450 TTY
www.burlingtonvt.gov

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Laura Wheelock, PE, Senior Public Works Engineer
Julia Ursaki, PE, Public Works Engineer

DATE: September 5, 2023; September 11, 2023

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE Assistant Director of Public Works/City Engineer

RE: Acceptance of Grant Agreement (CA0811) for the Congressionally Directed Spending Church Street Side Street – Cherry St associated with the BTC Public Improvements Project

Request:

The Department of Public Works (“DPW”) is requesting Board of Finance and City Council approval for the City to accept the Congressionally Directed Spending (CDS) Grant for construction of the Church Street Side Street (Cherry) Project. The grant amount is \$12,000,000 to be paid upfront by the City of Burlington and then reimbursed by VTrans, with a local match of \$3,000,000 in City funds (20%), for a total project budget of \$15,000,000.

In preparation for construction of this project, the City has already advanced design of four of the five blocks of Cherry Street to 75% design. This CDS grant will fund a majority of the design, permitting, and construction of the project. Additional funding for the Cherry Street project will come from the City’s recently awarded \$22,000,000 RAISE grant, acceptance of this grant is forthcoming this fall.

Background of the Church Street Side Street (Cherry) Project

The Church Street Side Street project is a generational reinvestment that will balance all of the uses of our public right of way to create a public realm that will foster community, grow tourism and celebrate Vermont’s vitality while providing infrastructure to protect Lake Champlain, one of the State’s most valuable resources. The project:

- Unites the Church Street Marketplace with waterfront areas that residents and businesses have repeatedly identified as needing quality, accessible connections
- Provides a comfortable connection for people walking and biking between the Burlington Greenway and Church Street Marketplace, two of Burlington’s largest destinations to grow tourism and increase mobility for all residents and visitors

- Will increase tourism and stimulate economic vitality by generating new local and state taxes, enabling property tax relief to Burlington residents
- Protect the water quality of Burlington Bay by limiting the stormwater loading on the City's main Wastewater Treatment Plant during storm events

The proposed project will transform Cherry Street into a “Great Street.” The generational improvements will draw on key recommendations from the City's Transportation Plan, planBTV Downtown & Waterfront plan, planBTV Walk/Bike, City's Great Streets Standards, Clean Water Resiliency Plan, and Integrated Water Quality Plan. This project will showcase the positive impact a people-centered redevelopment of a community's downtown core and the success of a public right-of-way that integrates multi-modal accommodations, green infrastructure, and interactive spaces to create a model for future generations.

Cherry Street crosses the Church Street Marketplace and provides connectivity to the Waterfront; two significant social, economic, and recreational destinations that need a vibrant, walkable, and sustainable connection. Improvements under this plan will expand the activity and vibrancy of the Church Street Marketplace to Cherry Street with wider pedestrians spaces, transit improvements, public seating, flexible spaces for activation by adjacent business or other community partners, underground infrastructure to support healthy trees, and street ecology alongside dedicated stormwater infrastructure to detain, infiltrate, and separate stormwater from combined systems. This project is well-timed to be coordinated with an adjacent project (CityPlace) that will reconnect our downtown street network along Pine Street and St Paul Street. These two new street segments will connect Cherry Street and Bank Street, thereby improving circulation within the downtown and opportunity for economic growth.

The Burlington City Council unanimously voted to support the Church Street Side Street project in May of 2018. The proposed reinvestment is also supported by many adjacent hospitality industry businesses along the two corridors.

The Burlington Public Works Commission voted to support the Church Street Side Street project in May of 2018.

In 2016, Burlington voters approved the Tax Increment Financing (TIF) for the project area where support for the redevelopment of the streets was presented with 59% percent of the voters supporting this request.

Funding for the Church Street Side Street (Cherry) Project

With advancement in land development in the Waterfront TIF district, the City pursued funding for this project using TIF funding as a large portion of the local match for this project. The CDS funding that the City was awarded is specifically for design and construction of Cherry Street as a Great Street. However, the Cherry Street work will be closely coordinated within the overall project in this part of downtown, which includes Great Streets Bank Street and the BTC Public Improvement project that that City is coordinating with CityPlace Partners to construct.

The funding for the Cherry Street project comes from the Congressionally Directed Spending, which is providing \$12,000,000, and local City match of \$3,000,000 which is funded as follows:

- \$600,000 in capital funds from the Town Meeting Day March 2023 bond (with allocations of \$300,000 in FY24 and FY25)
- \$2,400,000 from the Waterfront TIF

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DPW now seeks authorization to execute this grant agreement and to secure a significant portion of overall project funding with creation of the project budget. This grant will have the City incurring project expenses upfront and then seeking reimbursement under the grant for 80% of those expenses.

The overall working project budget, including related projects, is included in Attachment 3. The funding for the overall projects comes from a variety of sources. Waterfront BTC Tax increment Financing (TIF); Sales Tax Reallocation (STR); Congressionally Directed Spending (CDS): Church Street Side Street – Cherry Street; Rebuilding American Infrastructure with Sustainability and Equity (RAISE) – Great Streets Bank and Cherry; and a small amount of Capital Bond for local match.

- The City Council has already allocated the Waterfront BTC TIF to these projects through the as amended Second Amended and Restated Development Agreement (2ARDA) with City Place Partners earlier in 2023; and through approval to incur debt and secure financing for the Waterfront BTC TIF project at their May 1, 2023 meeting for \$18,840,000.
- DPW staff with support from CEDO are seeking to increase the as approved project budget by \$480,052 in STR funds from the 79 Pine St redevelopment project under a separate agenda item
- DPW staff is seeking Board of Finance and City Council consideration for execution of the CDS – Church Street Side Street – Cherry Street grant agreement for \$15,000,000;
- DPW staff will be bringing forward for consideration later this fall the RAISE grant award.

Professional Design Consultant Procurement

DPW is interested in making use of the VTrans At-the-Ready program for Consultant procurement for this project. Use of this program allows City and VTrans staff to review consultant qualifications that have already been provided and evaluated by VTrans for consultants who are highly qualified in street reconstruction, utility relocation, permitting, and public outreach. Requests for proposal(s) are sent to the firm determined to be highest qualified and then a scope and fee is negotiated. DPW request approval to procure the design consultant for this project using this At-the-Ready process. Approval of the consultant contract will still follow all City of Burlington procurement limits for authorization to the Board of Finance and/or City Council.

Attachments

1. Cooperative Agreement CA0811 from the Vermont Agency of Transportation
2. Draft Budget Amendment
3. Proposed Overall Project Budget
4. Map of Overall Projects and Funding

Motions

Actions for Board of Finance:

1. To approve and recommend that the City Council authorize the Director of Public Works to execute the Cooperative Agreement from the Vermont Agency of Transportation to accept a grant amount of \$12,000,000 for construction of the Church Street Side Street (Cherry) Project, with project costs to be paid upfront by the City of Burlington and then reimbursed by the Vermont Agency of Transportation, with a local match of \$3,000,000 in City funds (20%), for a total project budget of \$15,000,000, subject to approval by the City Attorney's Office.

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2. To approve and recommend that the City Council approve the necessary amendments to the BTC Public Improvements Project Budget – Great Streets Bank and Cherry Street Project Budget by adjusting the accounts as described in the affiliated memorandum and attachments and further authorize the Chief Administrative or designee to effect all necessary transfer of funds in furtherance of such amendments.
3. To approve and recommend that the City Council approve and authorize the use of the VTrans At-the-Ready process for Professional Design Consultant Procurement.

Actions for City Council:

1. To authorize the Director of Public Works to execute the Cooperative Agreement from the Vermont Agency of Transportation to accept a grant amount of \$12,000,000 for construction of the Church Street Side Street (Cherry) Project, with project costs to be paid upfront by the City of Burlington and then reimbursed by the Vermont Agency of Transportation, with a local match of \$3,000,000 in City funds (20%), for a total project budget of \$15,000,000, subject to approval by the City Attorney's Office.
2. To approve necessary amendments to the BTC Public Improvements Project Budget – Great Streets Bank and Cherry Street Project Budget by adjusting the accounts as described in the affiliated memorandum and attachments and further authorize the Chief Administrative or designee to effect all necessary transfer of funds in furtherance of such amendments.
3. To approve and authorize the use of the VTrans At-the-Ready process for Professional Design Consultant Procurement.

STATE OF VERMONT STANDARD GRANT AGREEMENT

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement for the advancement of a transportation project between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **City of Burlington**, a US **Local Government**, with its principal place of business at **645 Pine Street, Suite A, Burlington, Vermont 05401**, (hereinafter called “Subrecipient”). It is the Subrecipient’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Subrecipient is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant is the advancement of a transportation project known as **Burlington CDS CD23(1)**. A detailed description of the project and the services to be provided by the Subrecipient are described in Attachment A.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
5. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
6. Attachments: This Grant Agreement consists of **44** pages including the following attachments which are incorporated herein:

Attachment A –Description of Project and Scope of Work to be Performed by
Subrecipient

Attachment B –Payment Provisions

Attachment C –Standard State Provisions for Contracts and Grants (12/15/2017)

Attachment D –Other Grant Agreement Provisions

Attachment E –Special Conditions

Attachment F –Applicable Standards and Design Criteria

Attachment G –Personnel Requirements and Conditions

Attachment H -Required Submittals, State Liaison, Waiver of Standards and
Modifications of Design Steps, Plans, Documents and Estimates

Attachment I-DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

WE, THE UNDERSIGNED PARTIES, AGREE TO BE BOUND BY THIS GRANT AGREEMENT.

STATE OF VERMONT
AGENCY OF TRANSPORTATION

SUBRECIPIENT:
CITY OF BURLINGTON

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

STATE OF VERMONT GRANT AGREEMENT

Part 1-Grant Award Detail

SECTION I - GENERAL GRANT INFORMATION

¹ Grant #: CA0811		² Original ☒ Amendment #	
³ Grant Title: Burlington CDS CD23(1)			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$ 12,000,000.00	
⁶ Total Award Amount: \$ 12,000,000.00			
⁷ Award Start Date: 08/15/2023		⁸ Award End Date: 09/30/2031	
⁹ Subrecipient Award: YES ☒ NO ☐			
¹⁰ Vendor #: 0000040096		¹¹ Grantee Name: City of Burlington	
¹² Grantee Address: 645 Pine Street, Suite A			
¹³ City: Burlington		¹⁴ State: VT	
¹⁵ Zip Code: 05401			
¹⁶ State Granting Agency: Vermont Agency of Transportation			¹⁷ Business Unit: 08100
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$ 3,000,000 Description: Required Local Match	
²⁰ If this action is an amendment, the following is amended: Amount: Funding Allocation: Performance Period: Scope of Work: Other:			

SECTION II - SUBRECIPIENT AWARD INFORMATION

²¹ Grantee Identifier [UEI] #: NLQG6KK7791		²² Indirect Rate: 125.46 % (Approved rate or de minimis 10%)		²³ FFATA: YES ☒ NO ☐	
²⁴ Grantee Fiscal Year End Month (MM format): 6				²⁵ R&D:	
²⁶ Entity Identifier [UEI] Name (if different than VISION Vendor Name in Box 11):					

SECTION III - FUNDING ALLOCATION

STATE FUNDS

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$	\$	\$	
Special Fund	\$	\$	\$	
Global Commitment (non-subrecipient funds)	\$	\$	\$	
Other State Funds	\$	\$	\$	

FEDERAL FUNDS

(includes subrecipient Global Commitment funds)

Required Federal Award Information

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
20.205	Highway Planning and Construction	\$ 0.00	\$ 12,000,000.00	\$ 12,000,000.00	AFFF		\$
³⁹ Federal Awarding Agency: Federal Highway Administration (FHWA)		⁴⁰ Federal Award Project Descr: Burlington CDS CD23(1)					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
		\$	\$	\$			\$
Federal Awarding Agency:		Federal Award Project Descr:					
Total Awarded - All Funds		\$ 0.00	\$ 12,000,000.00	\$ 12,000,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY NAME: Peter Pochop TITLE: Project Manager PHONE: 802-477-3123 EMAIL: peter.pochop@vermont.gov	GRANTEE NAME: Chapin Spencer TITLE: Director of Public Works PHONE: 802-863-9094 EMAIL: cspencer@burlingtonvt.gov
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ATTACHMENT A
DESCRIPTION OF PROJECT AND
SCOPE OF WORK TO BE PERFORMED BY SUBRECIPIENT

1. Project Location and Description. The Project is described as follows:

City/Town	Burlington
Location	Cherry St. from Battery St. to South Winooski Ave.
Description	Church Street Side Street (Cherry) Project

2. Subrecipient Assumption of Full Responsibility for the Project. The Subrecipient assumes full and complete responsibility for any and all aspects relative to the development of the Project except for those items defined in this Grant Agreement for which the State retains responsibility.

3. Commencement of Work. Subrecipient shall not commence work on or incur expenses for the Project until receiving authorization to proceed from the State or upon execution of the Agreement, whichever occurs later.

4. Municipal Project Manager (MPM). All work for the Project will be performed by the Subrecipient or its duly authorized consultant in conformance with the latest update of the Municipal Assistance Bureau Guide document(s). The Subrecipient will designate a full-time employee, member of its legislative body, or other representative, as approved by the State to be the Municipal Project Manager (MPM) for the Project. The MPM will act on the authority granted by the Subrecipient.

5. Federal Environmental Documentation: Duties of MPM. As appropriate, the MPM will review the National Environmental Policy Act (NEPA) environmental document (Categorical Exclusion [CE], Environmental Assessment [EA], or Environmental Impact Statement [EIS]) prepared for/by the Subrecipient, and after ensuring that it is in order, will forward the environmental document to the State for processing through the Federal Highway Administration (FHWA).

6. Pre-Construction: Duties of MPM. Prior to advertising the Project for construction, the MPM will:

(a) The MPM will notify the State in writing 30 days prior to beginning the Right-of-Way phase in order to allow for the funding to be programmed. Review the right-of-way issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, will forward the right-of-way documents to the State. The State will issue the Right-of-Way Clearance Certificate.

(b) Review the utility and/or railroad issues for the Project and, after ensuring compliance with all applicable federal and state laws and regulations, provide compliance certification to the State.

(c) Review the Project for compliance with all federal, state, and local laws, ordinances, regulations, and permit requirements and, upon completion of that review and finding that all requirements have been satisfied, send a compliance certification to the State.

(d) Secure documentation that the design meets all applicable standards, codes, and requirements for design and public safety standards.

(e) Secure documentation attesting to the attainment of required structural capacity requirements for all structures and adherence of all traffic control devices to the FHWA's *Manual on Uniform Traffic Control Devices* (MUTCD). This documentation shall be signed by an engineer registered under the laws of the State of Vermont to practice "structural or civil" engineering, and shall be attached to the certification required in Section 6(d), above.

(f) Provide certification to the State both as to those permits, agreements and clearances that have been secured for the Project and as to those which have been determined NOT to apply to the Project.

(g) Review and sign all project related invoices and ensure invoices are in the proper format before submittal to the State for approval.

(h) The MPM will notify the State in writing 30 days prior to beginning the Construction phase in order to allow for the funding to be programmed. No work shall commence unless authorized in writing.

7. Public Meeting. The Subrecipient will warn a public meeting on the Project if required by the State to do so, conduct the meeting in accordance with state and federal requirements, and coordinate the Project with the State and property owners in the Project area.

8. Project Design. Subrecipient agrees that the project development work for this Project shall include preparation of a purpose and need statement, conceptual design plans and estimate, environmental documentation, right-of-way plans, and contract plans, including all specifications, contract documents, and cost estimates. The Project design shall include plans, notes, references to specifications or standards, typical sections, cross sections and all project design computations. Project designs may be prepared in accordance with the standards and formats of the local community, provided those standards and formats meet or exceed State standards or are approved by the State. *Required submittals to the State are all of the above, unless otherwise noted in the Special Conditions.*

Submittals required for justification of payments (monthly for design, biweekly for construction) to the Subrecipient, or for review to assure conformance with the requirements of this Agreement, shall be in a format prescribed by the State's Project Manager.

9. Project Construction. Unless otherwise approved by the State, the Subrecipient will advertise the Project for receipt of bids in conformance with federal and state laws and regulations. The Subrecipient will award the construction contract to the lowest responsive, responsible bidder and will be fully responsible for administration of the contract through completion and acceptance of the Project.

10. Construction Engineering. Construction inspection and materials sampling/testing work for the Project shall include inspection of the construction in progress for conformance with the contract requirements.

11. Project Accounting. Subrecipient will establish and maintain a separate accounting for Project funds, payments, and receipts for the duration of this Grant Agreement.

12. Compliance with FHWA/USDOT Regulations. Subrecipient agrees that it will manage the Project to comply with all applicable provisions of Titles 23 (Highways) and 49 (Transportation) of the Code of Federal Regulations (C.F.R.).

13. Compliance with Federal, State and Local Requirements. Subrecipient will comply with the requirements of all federal, state, and local laws, ordinances and regulations applicable to the Project.

14. Compliance with Permits, Agreements and Clearances. Subrecipient will secure and honor all applicable and necessary local, state, and federal permits, agreements and clearances prior to completion of final construction plans, and will adhere to or make provision for attainment of all conditions set forth in those documents.

15. Utility and Railroad Relocation and Adjustments. Subrecipient agrees that any utility or railroad relocation costs deemed participating Project costs shall meet all applicable eligibility and financial requirements as stated in federal and state laws, regulations, and policies.

16. Acquisition of Lands or Rights for Construction. Should construction of the project require the acquisition of lands or rights outside of the existing State or municipal rights-of-way, the Subrecipient shall acquire such lands or rights either by agreement or through exercise of its eminent domain powers, when applicable, in conformance with the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended, 42 U.S.C. § 4601 et seq. (the Uniform Act) and its implementing regulations, 49 C.F.R. Part 24.

17. Expeditious Pursuit of Project. Subrecipient will pursue the Project in an expeditious manner in conformance with the Project schedule agreed upon by the Subrecipient and the State. Changes found necessary by either party to this Grant Agreement or to the schedule for the Project will be brought to the attention of the other party as soon as possible so that mutual agreement can be achieved.

18. Submission of "As-Built" Plans to the STATE. For any Project affecting State highway rights-of-way, and for all structure-related projects, the Subrecipient will develop the plans in a format acceptable to the State and provide the State with four sets of "as-built" plans and one copy of any electronically developed plan files.

19. Hazardous Material Contamination. Responsibility for any contaminated materials within the Project area shall remain unaffected by this Grant Agreement as they are generally non-participating. The Subrecipient shall notify the State of the presence of and design alternatives for potential contaminated and/or hazardous waste sites located during the development or construction stage. Once the Subrecipient determines that contamination exists, whether obvious or established through testing, the Subrecipient shall notify the appropriate regulatory agency.

20. Maintenance of the Completed Project. If the Project is constructed, the Subrecipient will maintain the completed Project in a manner satisfactory to the State or its authorized representative(s) at no cost to the State, and will make ample provisions each year for such maintenance.

21. Personnel Requirements. The Subrecipient will comply with the personnel requirements contained in Attachment G (Personnel Requirements and Conditions).

22. Assignment of State Representative. The State will assign a representative to act as its Project liaison with the Subrecipient.

23. Conformance with Standards. The parties agree that all work performed by the Subrecipient, or its duly authorized representative, shall conform to the applicable standards/design criteria set forth in Attachment F (Applicable Standards & Design Criteria), unless waived in whole or in part in writing by the State.

24. Reviews by the State. The parties agree that, at the discretion of the State's Program Director, the State may inspect or review any work or aspect of the Project for any reason during the development of the Project.

ATTACHMENT B
PAYMENT PROVISIONS

1. Funding Ratio. Up to the maximum limiting amount (MLA) shown below, the State agrees to pay **80%** of the total Project costs eligible for federal participation, including, but not limited to, administration, engineering, right-of-way, utility, railroad relocation and construction costs, except for State's review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Subrecipient except as specified in this Agreement.

2. Non-Participating Costs. Work accomplished by the Subrecipient, and/or its consultant or contractor, which has been designated by the State as non-participating for purpose of financial reimbursement, shall be the sole responsibility of the Subrecipient. Examples of non-participating costs include elements outside the scope of work, utility work not related to the project scope, any work outside of the Project limits and approaches and that portion of right-of-way settlements which exceed "Fair Market Value", as determined by reviewing appraiser in accordance with 49 C.F.R. § 24.104 (Review of appraisals). Due to federal regulations that require all project costs to be reported within the federal financial system, the Subrecipient shall document and supply a summary of all non-participating costs. This shall include costs incurred by the Subrecipient above the maximum limiting amount of this Agreement.

3. Compliance with Vermont Prompt Payment Act. To the extent it is applicable, Subrecipient, with respect to work performed pursuant to this Grant Agreement, agrees to comply with the provisions of the Vermont Prompt Payment Act (9 V.S.A. Chapter 102).

4. Reimbursement if Project Not Constructed due to Subrecipient. If at any time the Subrecipient no longer desires the improvements as specified for the Project, or if the Subrecipient fails to meet its obligation to construct the Project, then the Subrecipient shall promptly notify the State. As provided by 19 V.S.A. § 309c(a), the State shall consult with the Subrecipient about the Subrecipient's obligation to repay project costs. The Secretary of Transportation shall then make the final determination of the amount and schedule for the repayment that shall be made to the State by the Subrecipient, considering applicable laws and regulations. Pursuant to 19 V.S.A. §§ 5(d)(13) and 309c(b), within 15 days of the Secretary's determination, the Subrecipient may petition the Vermont Transportation Board for a hearing to determine whether the amount of the Subrecipient's repayment obligation as determined by the Secretary may be reduced.

5. Project Costs and Phases. The parties agree that the Subrecipient will perform all tasks and duties incidental to accomplishing the following Project development phases, where an amount of funding is indicated, in conformance with the schedule or amended schedule agreed upon by the parties; and that the State will pay the state and federal share of all properly documented invoices from the Subrecipient for work incidental to the development of the Project up to the total available State/federal funds to the Subrecipient:

Phase	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Subrecipient*	\$12,000,000	\$0	\$3,000,000	\$15,000,000

*The amounts noted may not reflect expenditures that were covered under prior agreements or contracts.

6. Excess Costs. The parties agree that costs incurred by, at the direction of, or for the Subrecipient, when such costs exceed the totals indicated in Section 5, above, will not be eligible for federal or state participation unless those costs have been incorporated into this Grant Agreement through a written amendment.

7. Allocation of Funds by STATE. On the basis of the Subrecipient's request for authorization to develop the Project, and subject to the availability of state and federal funds, the State agrees to make available to the Subrecipient a sum not to exceed \$0 in State funds and \$12,000,000 in federal-aid funds for engineering, right-of-way, utility and railroad relocation where applicable, construction, and construction engineering costs (as described in Section 5 above).

8. Payment of Invoices by the STATE. The State agrees to pay the Subrecipient the federal and state shares of properly documented bills invoiced by the Subrecipient.

Invoices, which shall clearly reference the Project name and number, shall be sent to:

Name: **Peter Pochop, Project Manager**
Division: Project Delivery Bureau - Municipal Assistance
Via Email: Peter.Pochop@vermont.gov

9. Payment of Amounts Found Due by Audit. In the event an audit or inspection by a certified or registered public accountant or an authorized agent of the State reveals that monies are due and owing to the State from the Subrecipient, for whatever reasons, then the Subrecipient shall pay such sums to the State within thirty (30) days of written notification of the findings of such audit or inspection.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, "Party" shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. "Agreement" shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State's sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State's immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State's entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any 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.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

- A. Non-Appropriation:** If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
- B. Termination for Cause:** Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.
- C. Termination Assistance:** Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Subrecipient will not buy materials and resell to the State at a profit.
2. **Availability of Federal Funds:** This contract is funded in whole or in part by federal funds. In the event the federal funds supporting this contract become unavailable or are reduced, the State may cancel this contract immediately, and the State shall have no obligation to pay Subrecipient from State revenues.
3. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Subrecipient under this grant agreement shall be approved/reviewed by the State prior to release.
4. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **Federal-Aid Construction Work:** The subrecipient will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a 7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.
6. **Equal Opportunity Plan:** If they are required by the Federal Office of Civil Rights to have a plan, the subrecipient must provide a copy of the approval of their Equal Opportunity Plan.
7. **Supplanting:** If required, the subrecipient will submit a Certification that funds will not be used to supplant local or other funding.
8. **Grant Term:** The Grant term is the period during which grant funds may be expended. Expiration of the Grant Term does not relieve the subrecipient from the duty to fulfill long term grant requirements, some of which may extend indefinitely. Such long-term requirements may include but are not limited to, maintenance of the completed project, applicable reporting requirements, and obtaining the State's approval before selling or transferring equipment or property acquired with grant proceeds.
9. **Responsibility for Project Costs determined Ineligible for Reimbursement by FHWA:** In the event that Project costs incurred are not reimbursed by the Federal Highway Administration due to the Subrecipient's failure to follow proper federal guidelines and/or the expenditures are found by the State or FHWA to be federally non-participating items, the Subrecipient shall be responsible for 100% of such Project costs.
10. **Limits on Reimbursement:** The State will not reimburse the Subrecipient for premium rate overtime unless the State has given its prior written approval for such overtime. The State will reimburse the Subrecipient for reasonable and necessary expenses actually incurred in the performance of this Grant subject, however, to the reimbursement limitations for state employees. The State will not reimburse the Subrecipient for meals taken during travel not requiring an overnight stay away from home.

- 11. Compliance with Cost Principles:** Subrecipient shall comply with the requirements set forth in 2 CFR, Part 225 (superseding OMB Circular A-87 for State and Local Governments Including Schools), 2 CFR, Part 230 (superseding OMB Circular A-122 for Non-Profit Organizations), or 2 CFR, Part 220 (formerly A-21 for Higher Education Institutions) as appropriate for the Subrecipient's type of organization.
- 12. Compliance with Administrative Regulations:** Subrecipient shall comply with the requirements of OMB Circular A-102 (State & Local Governments and Schools) or 2 CFR Part 215 (superseding OMB Circular A-110 for Institutions of Higher Education, Hospitals, and Non-Profit organizations) as appropriate for the Subrecipient's type of organization.
- 13. Resolution of Grant Disputes.** The parties shall attempt to resolve any disputes that may arise under this Grant by negotiation. Any dispute not resolved by negotiation shall be referred to the State's appropriate Director for determination. If the Subrecipient is aggrieved by the decision of the Director, the Subrecipient may appeal in writing to the Transportation Board, through the Director, within 30 calendar days of the Director's decision, but not thereafter. The notice of appeal shall completely outline the nature and extent of the issue(s) appealed and shall include copies of any and all supporting documentation. The decision of the Transportation Board may be appealed to Vermont Superior Court by either party as provided in 19 V.S.A. 5(d)(4).
- 14. Interpretation of Grant.** If an ambiguity or question of intent arises with respect to any provision of this Grant, the Grant will be construed as if drafted jointly between the parties and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Grant.
- 15. Cargo preference act compliance (if applicable).** The contractor/recipient/subrecipient is hereby notified that the Contractor and Subcontractor(s)/recipients and subrecipients are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

ATTACHMENT E
SPECIAL CONDITIONS

1. **3-21-23 Allocation of Highway Infrastructure Programs designated in Division L of the Consolidated Appropriations Act of 2023[CFCA No. 20.205} Memorandum**
2. **3-21-23 Allocation of Highway Infrastructure Programs designated in Division L of the Consolidated Appropriations Act of 2023[CFCA No. 20.205} Memorandum Attachment**



Memorandum

Subject: **ACTION:** Allocation of Highway Infrastructure Programs Projects designated in Division L of the Consolidated Appropriations Act, 2023 [CFDA No. 20.205]

Date: March 21, 2023

In Reply
Refer to: HISM-40

From: Peter J. Stephanos
Director, Office of Stewardship, Oversight,
and Management

To: Brian R. Bezio
Chief Financial Officer

Division Administrators

The Consolidated Appropriations Act, 2023 (Public Law 117-328) appropriates a total of \$3,417,811,613 for Highway Infrastructure Programs (HIP) from the General Fund of the Treasury for fiscal year (FY) 2023. Of such amount, \$1,862,811,613 is set aside for “Community Project Funding / Congressionally Directed Spending.” The project descriptions for the 562 projects can be found in the “Community Project Funding / Congressionally Directed Spending” table in the Joint Explanatory Statement incorporated by reference in Division L of the Consolidated Appropriations Act, 2023, and are also included in the attachment to this memo. With this memorandum, FHWA is allocating \$1,851,971,613 for 557 projects to State departments of transportation (DOTs). The Office of Federal Lands Highway (FLH) will distribute funding for five tribal community projects totaling \$10,840,000. These funds are in addition to any other funds, including contract authority, provided in FY 2023. This funding is not subject to any obligation limitation that applies to Federal-aid contract authority.

With this memorandum, we are requesting the Budget Execution Team in the Office of Budget to allocate in the Fiscal Management Information System (FMIS) **\$1,851,971,613** for **557** projects to the States, as indicated in the attachment to this memorandum (**FMIS program code Y926; DELPHI fund value 1530569B50.**)

These funds remain available for obligation through September 30, 2026. Any such amounts not obligated on or before September 30, 2026, shall expire. Once the period for obligation

has expired, these funds will only remain available for adjusting and liquidating obligations as authorized in accordance with title 31, United States Code (U.S.C.), section 1553. Obligated earmark balances are available for expenses properly charged to the account and incurred until September 30, 2031. After that date, any unexpended balances shall be cancelled in accordance with 31 U.S.C. 1552 and shall no longer be available for obligation or expenditure.

Demo IDs have been assigned for each project to properly track these funds to ensure that they are only obligated and expended for the specific project for which they were designated. Each project has been assigned a unique Demo ID that links the funding to the specific project description as listed in the Joint Explanatory Statement accompanying the Consolidated Appropriations Act, 2023. Since the project description defines the scope of work on which the funds may be legally expended, the funding for the project can only be utilized for the activities within the scope and physical limits of the project as defined by the project description. The Demo IDs under which these funds are being distributed are also included in the attachment to this memorandum.

Except as otherwise provided, these funds are to be administered as if apportioned under chapter 1 of title 23, U.S.C.¹ Therefore, these projects are to be administered as title 23 projects in accordance with the applicable statutory and regulatory provisions contained in title 23, U.S.C. and Code of Federal Regulations (CFR), as well as other applicable Federal requirements, such as the National Environmental Policy Act (42 U.S.C. 4321, et seq.) and the Disadvantaged Business Enterprise Program. The State, through its DOT in accordance with 23 U.S.C. 302, is the direct recipient of funds allocated by this memorandum and is responsible for administration of these funds. If the State DOT acts as a pass-through entity of Federal assistance, the State DOT maintains the passthrough responsibilities specified in 2 CFR 200.332 and 23 U.S.C. 106(g)(4).

The maximum Federal share for these State projects is governed by 23 U.S.C. 120, as amended. It is generally 80 percent (See 23 U.S.C. 120(b)). The maximum Federal share for projects on the Interstate System is 90 percent unless the project adds lanes that are not high-occupancy-vehicle or auxiliary lanes (See 23 U.S.C. 120(a)). For projects that add single occupancy vehicle capacity, that portion of the project will revert to the 80 percent level. An upward sliding scale adjustment is available to States having public lands ([Sliding Scale Rates In Public Land States](#)). States may use a lower Federal share on Federal-aid projects as provided in 23 U.S.C. 120(h). These funds may not be used as the non-Federal match for other Federal programs unless there is specific statutory authority (2 CFR 200.306(b)(5)). The Consolidated Appropriations Act, 2023, does not provide authority for use of these funds as a non-Federal match for other Federal programs, including Federal-aid programs under title 23, U.S.C.

Generally, Project Agreements should not be modified to replace one Federal fund category with another unless specifically authorized by statute (23 CFR 630.110(a)). For additional information on earmarked funds, see [Q&As on Obligation of Earmarked Funds for Federal-Aid Projects](#).

¹ Tribal projects funded from these amounts are to be administered as if allocated under chapter 2 of title 23, U.S.C.

Earmarked funds shall not participate in costs incurred prior to the date of project agreement (23 CFR 630.106(b)).

By copy of this memorandum, we request that the Budget Execution Team (HCFB-12) in the Office of Budget:

- 1) enter the Demo IDs identified in the attached table, and
- 2) process these allocations.

If there are any questions, please contact Tony DeSimone at 317-226-5307 or by email at Anthony.DeSimone@dot.gov.

Attachment

Consolidated Appropriations Act, 2023 (Public Law 117-328) Division L, Title I, Highway Infrastructure Programs									
State	Demo ID	Project Description in Explanatory Statement Accompanying Pub. L. No. 117-328	Designated Amounts in Explanatory Statement Accompanying Pub. L. No. 117-328	Amount available under P.L. 117-328		Allocation of Y926 Funds This Memorandum		Obligation Authority This Memorandum DELPHI Code 1530569B50.2023.050Y926500	
				Project	State Total	Project	State Total	Project	State Total
AK	AK178	Seldovia Road Resurfacing Project	22,000	22,000		22,000		22,000	
AK	AK179	Juneau North Douglas Crossing Project	7,000,000	7,000,000	7,022,000	7,000,000	7,022,000	7,000,000	7,022,000
AL	AL210	Woolsey Finnerl Bridge	100,000,000	100,000,000		100,000,000		100,000,000	
AL	AL211	Lighting Interstate 65 Interchange 305 at County Road 222	876,000	876,000		876,000		876,000	
AL	AL212	I-10 Improvements to the Causeway	3,500,000	3,500,000		3,500,000		3,500,000	
AL	AL213	Traffic Signal for the City of Creola	1,500,000	1,500,000		1,500,000		1,500,000	
AL	AL214	Road Improvements for the City of Silverhill	450,000	450,000		450,000		450,000	
AL	AL215	Road Improvements for the City of Elberta	387,000	387,000		387,000		387,000	
AL	AL216	Road Improvements for the City of Summerdale	390,000	390,000		390,000		390,000	
AL	AL217	Pedestrian Walkway	1,928,000	1,928,000		1,928,000		1,928,000	
AL	AL218	I-85 Signage, Traffic Monitoring Equipment	1,000,000	1,000,000		1,000,000		1,000,000	
AL	AL219	Calhoun County Highway 109 Improvements	4,000,000	4,000,000	114,031,000	4,000,000	114,031,000	4,000,000	114,031,000
AR	AR151	Highway 60 Resilience Improvements	6,414,000	6,414,000		6,414,000		6,414,000	
AR	AR152	U.S. Highway 270 Widening	6,414,000	6,414,000		6,414,000		6,414,000	
AR	AR153	Future I-57 Corridor	6,415,000	6,415,000		6,415,000		6,415,000	
AR	AR154	Highway 412 Corridor Improvements	6,414,000	6,414,000		6,414,000		6,414,000	
AR	AR155	Ouachita River—Fleetwood Drive Widening	5,000,000	5,000,000		5,000,000		5,000,000	
AR	AR156	Construction of Future I-49 from Fort Smith, Arkansas, to Alma, Arkansas	5,000,000	5,000,000		5,000,000		5,000,000	
AR	AR157	Northwest Arkansas National Airport Access Road	7,000,000	7,000,000	42,657,000	7,000,000	42,657,000	7,000,000	42,657,000
AZ	AZ084	Cornville Road and Tissaw Road Roundabout Intersection Improvements	2,533,000	2,533,000		2,533,000		2,533,000	
AZ	AZ085	San Luis Cesar Chavez Boulevard Design	1,200,000	1,200,000		1,200,000		1,200,000	
AZ	AZ086	Soap Box Canyon Bridge Replacement	288,000	288,000		288,000		288,000	
AZ	AZ087	State Route 89A Design Concept Report and Environmental Overview	480,000	480,000		480,000		480,000	
AZ	AZ088	Centennial Boulevard and Pinal Avenue (State Route 387) Intersection and Traffic Signal Improvements	938,000	938,000		938,000		938,000	
AZ	AZ089	City of Show Low—Woodford Road Reconstruction	1,269,000	1,269,000		1,269,000		1,269,000	
AZ	AZ090	Payson Wildfire Evacuation Route	300,000	300,000		300,000		300,000	
AZ	AZ091	Cochise County—Davis Road Rehabilitation	2,893,000	2,893,000		2,893,000		2,893,000	
AZ	AZ092	Tolleson Pedestrian Bridge System	3,500,000	3,500,000		3,500,000		3,500,000	
AZ	AZ093	Mary Ann Cleveland Way Shared Use Path	1,029,897	1,029,897		1,029,897		1,029,897	
AZ	AZ094	Chino Road Expansion Phase 2	3,000,000	3,000,000		3,000,000		3,000,000	
AZ	AZ095	Western Hills Neighborhood Revitalization	2,483,000	2,483,000		2,483,000		2,483,000	
AZ	AZ096	City of Bisbee Shared-use Path	4,000,000	4,000,000		4,000,000		4,000,000	
AZ	AZ097	Gila River Indian Community Traffic Signal at State Route 87 & Skousen Road *See Note 1	1,000,000	1,000,000		0		0	
AZ	AZ098	Thornton Road Widening—Phase 3	3,000,000	3,000,000		3,000,000		3,000,000	
AZ	AZ099	Maricopa—Union Pacific Railroad Pedestrian Bridge/Crossing	2,700,000	2,700,000		2,700,000		2,700,000	
AZ	AZ100	College Avenue/University Drive Underpass	850,000	850,000	31,463,897	850,000	30,463,897	850,000	30,463,897
ARIZONA									

Consolidated Appropriations Act, 2023 (Public Law 117-328) Division L, Title I, Highway Infrastructure Programs									
State	Demo ID	Project Description in Explanatory Statement Accompanying Pub. L. No. 117-328	Designated Amounts in Explanatory Statement Accompanying Pub. L. No. 117-328	Amount available under P.L. 117-328		Allocation of Y926 Funds This Memorandum		Obligation Authority This Memorandum DELPHI Code 1530569B50.2023.050Y926500	
				Project	State Total	Project	State Total	Project	State Total
CA	CA916	Yerba Buena Island West Side Bridges Seismic Retrofit Project	2,200,000	2,200,000		2,200,000		2,200,000	
CA	CA917	Reche Canyon Road Realignment to Hunts Lane	4,166,000	4,166,000		4,166,000		4,166,000	
CA	CA918	Little 3rd Street Project	2,560,000	2,560,000		2,560,000		2,560,000	
CA	CA919	3rd Street Corridor Project	3,000,000	3,000,000		3,000,000		3,000,000	
CA	CA920	Riley Street Safety Improvements	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA921	White Rock Road — 0.5 Mile East of Rancho Cordova Parkway to Rio Del Oro Parkway	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA922	Capital SouthEast Connector—D3a Class I Multi-Use Path	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA923	Old Town Streetscape Project Phase 2	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA924	Laguna Creek Inter-Regional Trail Crossing at State Route 99 (SR-99)	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA925	Bridge Replacement at Las Posas Road (U.S. 101) and Ventura Boulevard	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA926	Limonite Gap Pedestrian Bridge	1,600,000	1,600,000		1,600,000		1,600,000	
CA	CA927	Ontario Avenue/1-15 Multimodal Corridor Enhancements	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA928	I-15 Express Lanes Southern Extension	3,000,000	3,000,000		3,000,000		3,000,000	
CA	CA929	Scott Road/Bundy Canyon Road Improvements	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA930	I-215 and Keller Road Interchange Project	2,600,000	2,600,000		2,600,000		2,600,000	
CA	CA931	Magnolia Avenue Bridge Widening Project	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA932	Auto Center Drive Bridge Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA933	Prado Road Bridge Replacement project	2,065,000	2,065,000		2,065,000		2,065,000	
CA	CA934	Arroyo Grande Swinging Bridge Rehabilitation	500,000	500,000		500,000		500,000	
CA	CA935	U.S. 101 High Occupancy Vehicle Project Segment 4D North	7,000,000	7,000,000		7,000,000		7,000,000	
CA	CA936	City of Los Angeles Cool Pavement and Shade Structures	2,500,000	2,500,000		2,500,000		2,500,000	
CA	CA937	Colorado Street/Boulevard Corridor Complete Street in Arcadia CA	3,000,000	3,000,000		3,000,000		3,000,000	
CA	CA938	Glendora People Movement Project in Glendora CA	5,000,000	5,000,000		5,000,000		5,000,000	
CA	CA939	Madera County State Route 41 Expressway Final Design Project	1,950,000	1,950,000		1,950,000		1,950,000	
CA	CA940	Calwa Complete Streets Project	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA941	Citywide Traffic System Upgrade Phase 2 Project	631,200	631,200		631,200		631,200	
CA	CA942	Ygnacio Valley Road Fiber Infrastructure	2,520,000	2,520,000		2,520,000		2,520,000	
CA	CA943	Lamorinda Smart Signal System Project	4,185,000	4,185,000		4,185,000		4,185,000	
CA	CA944	School Street Safe Routes to School Project	3,100,000	3,100,000		3,100,000		3,100,000	
CA	CA945	Village to Hakone Gardens Walkway Project	1,520,000	1,520,000		1,520,000		1,520,000	
CA	CA946	Middle Avenue Pedestrian/Bicycle Rail Crossing	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA947	Boulder Creek Complete Streets Improvements project	1,500,000	1,500,000		1,500,000		1,500,000	
CA	CA948	Bernardo Avenue Undercrossing	2,500,000	2,500,000		2,500,000		2,500,000	
CA	CA949	Resurfacing Sharp Park Priority Development Area	800,000	800,000		800,000		800,000	
CA	CA950	Spooky Knoll Trail	400,000	400,000		400,000		400,000	
CA	CA951	Highway 1/Frenchman's Creek Intersection and Bike/Pedestrian Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA952	Stevenson Bridge Rehabilitation Project	3,387,619	3,387,619		3,387,619		3,387,619	
CA	CA953	Jepson Parkway Phase 2B (Access to Travis AFB and Canon Road Safety Improvements)	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA954	SR128/1-505 Overcrossing (Br. 22-0110)/Russell Blvd Bicycle and Pedestrian Improvements	2,000,000	2,000,000		2,000,000		2,000,000	

Consolidated Appropriations Act, 2023 (Public Law 117-328) Division L, Title I, Highway Infrastructure Programs									
State	Demo ID	Project Description in Explanatory Statement Accompanying Pub. L. No. 117-328	Designated Amounts in Explanatory Statement Accompanying Pub. L. No. 117-328	Amount available under P.L. 117-328		Allocation of Y926 Funds This Memorandum		Obligation Authority This Memorandum DELPHI Code 1530569B50.2023.050Y926500	
				Project	State Total	Project	State Total	Project	State Total
CA	CA955	I-505 Vaca Valley Parkway Corridor Multi-Modal Improvement Project	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA956	Avenue M Corridor and US Air Force Plant 42 Access Improvement Project	1,500,000	1,500,000		1,500,000		1,500,000	
CA	CA957	Sequoia Avenue Grade Crossing Safety Improvements	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA958	Safe Routes to School Safety Project	1,313,000	1,313,000		1,313,000		1,313,000	
CA	CA959	Avenue M and Sierra Highway Grade Separation Environmental Review and Planning Project	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA960	SR 132 West Project Phase 2	7,000,000	7,000,000		7,000,000		7,000,000	
CA	CA961	State Route 99/120 Connector Project Phase 1B	5,000,000	5,000,000		5,000,000		5,000,000	
CA	CA962	SR-52 Congestion Improvement Project	2,500,000	2,500,000		2,500,000		2,500,000	
CA	CA963	South Escondido Access Improvement Project	1,400,000	1,400,000		1,400,000		1,400,000	
CA	CA964	City of Sunnyvale Stevens Creek Trail Extension Project	3,000,000	3,000,000		3,000,000		3,000,000	
CA	CA965	Thornton Avenue Alternate Route Corridor Pavement Rehabilitation	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA966	Anna Drive Neighborhood Flood Protection Project	3,000,000	3,000,000		3,000,000		3,000,000	
CA	CA967	The OC Loop — Segments A and B	3,000,000	3,000,000		3,000,000		3,000,000	
CA	CA968	SR-91 Improvements	5,000,000	5,000,000		5,000,000		5,000,000	
CA	CA969	Fix 5 Cascade Gateway Project	3,000,000	3,000,000		3,000,000		3,000,000	
CA	CA970	Roe Road Extension Project	1,800,000	1,800,000		1,800,000		1,800,000	
CA	CA971	Cohasset Road Widening and Fire Safety Project	1,400,000	1,400,000		1,400,000		1,400,000	
CA	CA972	Vision Zero — Bancroft Avenue and Williams Street Bicycle Corridor	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA973	SR-74 Improvements, Orange County, California	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA974	Lomas Santa Fe Drive Roadway and Corridor Improvements—Solana Beach, California	7,000,000	7,000,000		7,000,000		7,000,000	
CA	CA975	Wallis Annenberg Wildlife Crossing	2,500,000	2,500,000		2,500,000		2,500,000	
CA	CA976	Manhattan Beach Safe Cycling Project	1,000,000	1,000,000		1,000,000		1,000,000	
CA	CA977	Pacific Palisades Pedestrian Trail	1,150,000	1,150,000		1,150,000		1,150,000	
CA	CA978	Safe Routes to School Initiative, Christopher High School	1,500,000	1,500,000		1,500,000		1,500,000	
CA	CA979	Anaheim Street Corridor Project	7,000,000	7,000,000		7,000,000		7,000,000	
CA	CA980	Pebble Beach Road Revegetation and Structural Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA981	I Street Bridge Deck Conversion for Active Transportation	4,933,861	4,933,861		4,933,861		4,933,861	
CA	CA982	City of Sacramento ZEV Fleet Infrastructure Program	4,300,000	4,300,000		4,300,000		4,300,000	
CA	CA983	Grant Line Road Realignment	2,500,000	2,500,000		2,500,000		2,500,000	
CA	CA984	Covina Metrolink Access and Connectivity Project	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA985	Azusa Avenue Pedestrian Handicap Accessibility & Signal Synchronization Improvements Project	7,000,000	7,000,000		7,000,000		7,000,000	
CA	CA986	Donald & Bernice Watson Greenbelt Trail Improvement Project	1,600,000	1,600,000		1,600,000		1,600,000	
CA	CA987	Parkway-Denholm Traffic Calming and Street Improvement Project	4,000,000	4,000,000		4,000,000		4,000,000	
CA	CA988	Arrow Highway Street Improvement Project from West City Limit to East City Limit	2,400,000	2,400,000		2,400,000		2,400,000	
CA	CA989	First Avenue Bridges Replacement over Mojave River and Overflows	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA990	Cedar Street Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA991	Wildwood Canyon Interchange	2,000,000	2,000,000		2,000,000		2,000,000	
CA	CA992	US 101 Auxiliary Lane — South of Salinas, Monterey County, California	1,000,000	1,000,000		1,000,000		1,000,000	
CA	CA993	Bayview Community-Based Transportation Implementation	2,500,000	2,500,000		2,500,000		2,500,000	

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				Project	State Total	Project	State Total	Project	State Total
CA	CA994	Downtown Mobility Phase 3A	3,144,000	3,144,000	3,144,000	3,144,000	3,144,000		
	CA995	Interstate 10 and Monroe Street Interchange	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000		
	CA996	Dillon Road Corridor	2,700,000	2,700,000	2,700,000	2,700,000	2,700,000		
	CA997	Desert Hot Springs Bridges Over Water Project	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000		
	CA998	South Whittier Communities Bikeways Access Project	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000		
	CA999	Third Street Grade Separation Project	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000		
	CAA01	Mission Boulevard Pavement Rehabilitation — Phase 3, Ben Nevis to Bellegrave	2,300,000	2,300,000	2,300,000	2,300,000	2,300,000		
	CAA02	Napa Valley Vine Trail: Yountville to St. Helena Gap Closure	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000		
	CAA03	State Route 121/12 & 8th Street East Intersection Improvements, Sonoma	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000		
CA	CAA04	Unincorporated Fontana Safe Routes to School	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000		
	CAA05	Mt. Vernon Avenue and Potomac Avenue Pedestrian Improvements	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000		
	CAA06	Bayshore Bikeway: Barrio Logan	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000		
	CAA07	Brandt Road Bridge Replacement Project	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000		
	CAA08	Lawndale Citywide Traffic Signs Replacement Project	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000		
	CAA09	Hawthorne Crenshaw Blvd. Mobility Improvement Project	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000		
			270,125,680	270,125,680		270,125,680	270,125,680		
	CO	CO133	Peterson Space Force Base North Gate Access and Safety Improvements	500,000	500,000	500,000	500,000	500,000	
	CO	CO134	City of Fort Collins Intersection Improvement	1,870,000	1,870,000	1,870,000	1,870,000	1,870,000	
CO	CO135	Town of Granby Highway 40 Trail Connection	1,325,000	1,325,000	1,325,000	1,325,000	1,325,000		
	CO136	Eagle County Government Eagle Valley Trail	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000		
	CO137	Peaks to Plains Trail	400,000	400,000	400,000	400,000	400,000		
	CO138	Wadsworth Boulevard Phase 2	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000		
	CO139	62nd Avenue and Vasquez Intersection	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000		
	CO140	Federal Parkway Multimodal Improvements	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000		
			17,095,000	17,095,000		17,095,000	17,095,000		
	CT	CT195	Shoreline Greenway Trail—New Haven	7,000,000	7,000,000	7,000,000	7,000,000	7,000,000	
	CT	CT196	Waterbury Signal Replacement	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	
CT	CT197	Oxford Main Street (Route 67) Multiuse Trail—Dutton Road to Quarry Walk Design and Construction	3,400,000	3,400,000	3,400,000	3,400,000	3,400,000		
	CT198	Realignment of Lafayette Circle	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000		
	CT199	Quinebaug River Trail — SR 205 to Trout Hatchery Rd., Plainfield, CT	2,179,953	2,179,953	2,179,953	2,179,953	2,179,953		
	CT200	Air Line Trail Gap Boardwalk	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000		
	CT201	Main Street Watertown Road Safety Audit	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000		
	CT202	Wall Street Corridor Revitalization Project	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000		
	CT203	Broad Street Complete Streets	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000		
			31,879,953	31,879,953		31,879,953	31,879,953		
	FL	FL393	Moon Lake ADA Accessibility Bus Stops	2,400,000	2,400,000	2,400,000	2,400,000	2,400,000	
FL	FL394	Arterial Traffic Management System for Davie Boulevard	1,848,761	1,848,761	1,848,761	1,848,761	1,848,761		
	FL395	University Drive Multimodal Improvements	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000		
FL	FL396	Reconstruction of State Road 33/Interstate 4 I Interchange (Exit 38) in Lakeland, Florida	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000		
	FL397	Card Sound Bridge Replacement Planning, Design & Engineering (PD&E) Project	1,863,200	1,863,200	1,863,200	1,863,200	1,863,200		

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				Project	State Total	Project	State Total	Project	State Total
Florida	FL398	Veterans Memorial Drive (CR 59) Bridge Replacement	1,600,000	1,600,000		1,600,000		1,600,000	
	FL399	Port St. Lucie Boulevard South Widening and Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
	FL400	City of Orlando's Corrine Drive Complete Streets Project	5,000,000	5,000,000		5,000,000		5,000,000	
	FL401	E.E. Williamson Road Trail Connect Pedestrian Bridge Project	644,000	644,000		644,000		644,000	
	FL402	Mandarin Pedestrian Safety Improvements	3,000,000	3,000,000		3,000,000		3,000,000	
	FL403	Marlin Road Expansion	4,400,000	4,400,000		4,400,000		4,400,000	
	FL404	Widening of Winchester Blvd. in Sarasota, FL	1,000,000	1,000,000		1,000,000		1,000,000	
	FL405	Toledo Blade Road Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
	FL406	Widening of Burnt Store Road	2,000,000	2,000,000		2,000,000		2,000,000	
	FL407	EV Bus Transit and Charging Facility	1,461,000	1,461,000		1,461,000		1,461,000	
	FL408	CR 466A 4-Laning Final Phase Completion	3,612,000	3,612,000		3,612,000		3,612,000	
					41,828,961		41,828,961		41,828,961
Georgia	GA359	Buford Highway Pedestrian Improvements	1,529,000	1,529,000		1,529,000		1,529,000	
	GA360	East Point Multimodal Path	1,750,000	1,750,000		1,750,000		1,750,000	
	GA361	Michelle Obama Trail—PATH Trail Project	3,617,500	3,617,500		3,617,500		3,617,500	
	GA362	Swift-Cantrell Park Traffic Light Installation	350,000	350,000		350,000		350,000	
	GA363	South Cobb Drive Traffic Safety Improvements	3,500,000	3,500,000		3,500,000		3,500,000	
	GA364	US Highway 41 Intersection Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
	GA365	Johnson Ferry Road at Shallowford Road Intersection Improvements	5,000,000	5,000,000		5,000,000		5,000,000	
	GA366	Cobb Parkway Pedestrian Bridge North	1,000,000	1,000,000		1,000,000		1,000,000	
	GA367	South Douglas Loop—Phase I — Lee Road Extension	5,000,000	5,000,000		5,000,000		5,000,000	
	GA368	Midtown Connector Project	3,200,000	3,200,000		3,200,000		3,200,000	
					26,946,500		26,946,500		26,946,500
Hawaii	HI051	East to West Oahu Active Transportation Corridor	4,800,000	4,800,000		4,800,000		4,800,000	
	IA254	Montgomery County Bridge Replacement Project	2,000,000	2,000,000		2,000,000		2,000,000	
	IA255	Broadway Multimodal Improvements Project	5,000,000	5,000,000		5,000,000		5,000,000	
	IA256	Alburnett Road Extension	7,000,000	7,000,000		7,000,000		7,000,000	
	IA257	Red Rock Prairie Trail	1,140,000	1,140,000		1,140,000		1,140,000	
	IA258	Route V5G Pavement Improvement	4,000,000	4,000,000		4,000,000		4,000,000	
	IA259	Forevergreen Road Extension	2,500,000	2,500,000		2,500,000		2,500,000	
	IA260	Middle Road Reconstruction	1,600,000	1,600,000		1,600,000		1,600,000	
	IA261	Summer Street Corridor Rehabilitation	4,000,000	4,000,000		4,000,000		4,000,000	
	IA262	G28 Pavement Rehabilitation	2,000,000	2,000,000		2,000,000		2,000,000	
					29,240,000		29,240,000		29,240,000
Idaho	ID065	Center Street Railroad Bridge Underpass	5,700,000	5,700,000		5,700,000		5,700,000	
	ID066	Ammon 1st Street Infrastructure Project	5,830,000	5,830,000		5,830,000		5,830,000	
	IL596	Butler Drive Reconstruction	1,200,000	1,200,000		1,200,000		1,200,000	
	IL597	Curtis Road Complete Street and Grade Separation Project	2,000,000	2,000,000		2,000,000		2,000,000	
	IL598	Will County Route 53 to Waupese Glacial Trail Pedestrian Connector	1,100,000	1,100,000		1,100,000		1,100,000	
	IL599	Kane County Dauberman Road Extension and Grade Crossing Project	500,000	500,000		500,000		500,000	
	IL600	Decatur US 51 Multi-use Path Project	1,500,000	1,500,000		1,500,000		1,500,000	
	IL601	Lebanon Trolley Trail Connector	900,000	900,000		900,000		900,000	
	IL602	Williamson County East Grand Avenue Rehabilitation	360,000	360,000		360,000		360,000	
					11,530,000		11,530,000		11,530,000

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				Project	State Total	Project	State Total	Project	State Total
IL	IL603	Pumphouse Road Resurfacing	160,000	160,000		160,000		160,000	
IL	IL604	Frank Scott Parkway Extension	4,000,000	4,000,000		4,000,000		4,000,000	
IL	IL605	Post Creek Cut Off Bridge Replacement	1,000,000	1,000,000		1,000,000		1,000,000	
IL	IL606	DuPage River Trail	1,500,000	1,500,000		1,500,000		1,500,000	
IL	IL607	West Main Cross Street Improvements, Webster to Cheney	2,500,000	2,500,000		2,500,000		2,500,000	
IL	IL608	Hollow Avenue Roadway Improvements Phase 2	900,000	900,000		900,000		900,000	
IL	IL609	Reas Bridge Road Bridges Replacement	4,500,000	4,500,000		4,500,000		4,500,000	
IL	IL610	School Access and Pedestrian Safety Improvements	326,600	326,600		326,600		326,600	
IL	IL611	Montgomery Road and Hill Avenue Intersection Improvements	1,000,000	1,000,000		1,000,000		1,000,000	
IL	IL612	Forest Preserve of Will County Route 53 Bike & Pedestrian Path	1,100,000	1,100,000		1,100,000		1,100,000	
IL	IL613	Rehabilitation of Cicero Ave Bridge over Sanitary and Ship Canal	2,000,000	2,000,000		2,000,000		2,000,000	
IL	IL614	34th Street Modernization and Stormwater Management Improvements	5,000,000	5,000,000		5,000,000		5,000,000	
IL	IL615	Project, Benwyn	844,800	844,800		844,800		844,800	
IL	IL616	Lake Calumet Trail	4,000,000	4,000,000		4,000,000		4,000,000	
IL	IL617	Nofsinger Road Realignment	2,000,000	2,000,000		2,000,000		2,000,000	
IL	IL618	Prospect Road Reconstruction Project	4,000,000	4,000,000		4,000,000		4,000,000	
IL	IL619	Veterans Drive Extension Engineering	3,500,000	3,500,000		3,500,000		3,500,000	
IL	IL620	W. College Avenue Rehabilitation	7,000,000	7,000,000		7,000,000		7,000,000	
IL	IL621	Orland Park 143rd Street Widening (West Avenue to Southwest Highway)	1,440,000	1,440,000		1,440,000		1,440,000	
IL	IL622	606 Trail Extension—Ashland Ave to Elston Ave	2,000,000	2,000,000		2,000,000		2,000,000	
IL	IL623	California Park Multi-Use Trail Connection	1,500,000	1,500,000		1,500,000		1,500,000	
IL	IL624	Laraway Road, Nelson Road to Cedar Road	7,000,000	7,000,000		7,000,000		7,000,000	
IL	IL625	Rand Road/Kensington Road/Route 83 Intersection Improvement Project, Mount Prospect	1,761,500	1,761,500		1,761,500		1,761,500	
IL	IL626	Skokie Valley Trail Project, Skokie	4,000,000	4,000,000		4,000,000		4,000,000	
IL	IL627	Cedar Lake Road Realignment and Downtown Round Lake Improvement Project	1,720,000	1,720,000		1,720,000		1,720,000	
IL	IL628	Beach Park Pedestrian and Bicycle Safety Project	4,800,000	4,800,000		4,800,000		4,800,000	
IL	IL629	Kendall County Extension Environmental Impact Statement	5,000,000	5,000,000		5,000,000		5,000,000	
IN	IN265	City of Indianapolis Market Street Reconstruction	2,360,000	2,360,000		2,360,000		2,360,000	
IN	IN266	Central Avenue Reconstruction, Portage, Indiana	6,000,000	6,000,000		6,000,000		6,000,000	
KS	KS139	Belvue Bridge	13,300,000	13,300,000		13,300,000		13,300,000	
KS	KS140	U.S. Highway 69 — Pittsburg Bypass	5,432,000	5,432,000		5,432,000		5,432,000	
KS	KS141	College Boulevard Bridge over Indian Creek Reconstruction, Overland Park, KS	4,000,000	4,000,000		4,000,000		4,000,000	
KS	KS142	167th Street, Switzer Road to Antioch Road, Overland Park, Kansas	5,000,000	5,000,000		5,000,000		5,000,000	
KY	KY191	Newtown Pike Extension Project, Phase III Scott Street Connector	2,000,000	2,000,000		2,000,000		2,000,000	
KY	KY192	Trojan Trail/249 Bridge Widening Project	7,000,000	7,000,000		7,000,000		7,000,000	
KY	KY193	Pike County KY 1426 Rockfall Mitigation and Roadway Improvements	7,000,000	7,000,000		7,000,000		7,000,000	
KY	KY194	Rockcastle County KY 461/US 25 Reconstruction	600,000	600,000		600,000		600,000	
KY	KY195	Buechel Bank Rd Widening and Pedestrian Improvements							

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				Project	State Total	Project	State Total	Project	State Total
KY	KY196	Reimagine 9th Street	3,000,000	3,000,000		3,000,000		3,000,000	
KY	KY197	Traffic Calming measures for Shelby Park and Smoketown neighborhoods, Jefferson County	2,400,000	2,400,000		2,400,000		2,400,000	
LA	LA218	St. Claude Avenue Bridge Rehabilitation Project	7,400,000	7,400,000	27,000,000	7,400,000		7,400,000	27,000,000
LA	LA219	MRB South GBR: LA 1 to LA 30 Connector	2,000,000	2,000,000		2,000,000		2,000,000	
LA	LA220	LA-30 Environmental Study	1,100,000	1,100,000		1,100,000		1,100,000	
LA	LA221	Trenton Street Pedestrian Safety Improvement Project	5,000,000	5,000,000		5,000,000		5,000,000	
LA	LA222	Multimodal Freight Interchange Project	4,000,000	4,000,000		4,000,000		4,000,000	
LA					19,500,000		19,500,000		19,500,000
MA	MA277	Beacon Street Bridle Path Project	2,000,000	2,000,000		2,000,000		2,000,000	
MA	MA278	South Street East Bridge Replacement Project	5,000,000	5,000,000		5,000,000		5,000,000	
MA	MA279	Pleasant Street Bridge Over Muddy Cove Inlet	2,750,000	2,750,000		2,750,000		2,750,000	
MA	MA280	Reconstruction of the West Street /Route 27 Intersection	1,300,000	1,300,000		1,300,000		1,300,000	
MA	MA281	Centre Street /Central Avenue Bridge	2,000,000	2,000,000		2,000,000		2,000,000	
MA	MA282	Fall River Waterfront Site Development Improvements	3,452,972	3,452,972		3,452,972		3,452,972	
MA	MA283	Chris Walsh Memorial Trail	3,000,000	3,000,000		3,000,000		3,000,000	
MA	MA284	Mystic River Path	1,000,000	1,000,000		1,000,000		1,000,000	
MA	MA285	Allen Street Reconstruction	3,150,000	3,150,000		3,150,000		3,150,000	
MA	MA286	Central Avenue Roadway Safety Improvements Project	800,000	800,000		800,000		800,000	
MA	MA287	Neighborhood Electric Vehicle Charging Infrastructure for Cambridge Residents	1,000,000	1,000,000		1,000,000		1,000,000	
MA					25,452,972		25,452,972		25,452,972
MD	MD178	River Park at Canal Place Trails and Trail Connections	6,000,000	6,000,000		6,000,000		6,000,000	
MD	MD179	St. Mary's County Sidewalk Retrofit	300,000	300,000		300,000		300,000	
MD	MD180	Great Allegheny Passage Spur: The Evergreen Trail	250,000	250,000		250,000		250,000	
MD	MD181	MD 5 Reconstruction at Great Mills — Construction Funding	5,000,000	5,000,000		5,000,000		5,000,000	
MD	MD182	Family E-Cargo Bike Lending Program for Montgomery County	400,000	400,000		400,000		400,000	
MD	MD183	Frederick & Pennsylvania Railroad Trail	280,000	280,000		280,000		280,000	
MD	MD184	Sparrows Point/Broening Interchange Planning	1,000,000	1,000,000		1,000,000		1,000,000	
MD	MD185	South Entrance Trail	3,000,000	3,000,000		3,000,000		3,000,000	
MD	MD186	Trail Spurs and Connectors	1,500,000	1,500,000		1,500,000		1,500,000	
MD	MD187	Baltimore Greenway Trail Network	2,500,000	2,500,000		2,500,000		2,500,000	
MD	MD188	West East Express (WEE) and College Creek Connector Trails	2,750,000	2,750,000		2,750,000		2,750,000	
MD	MD189	Fayette Street Bridge Replacement	4,800,000	4,800,000		4,800,000		4,800,000	
MD	MD190	Fisher Avenue Streetscape Project	4,000,000	4,000,000		4,000,000		4,000,000	
MD	MD191	East Street Trail Liberty Road Bridge Crossing Project	4,000,000	4,000,000		4,000,000		4,000,000	
MD					35,780,000		35,780,000		35,780,000
ME	ME099	Van Buren, US Route 1 Reconstruction	10,400,000	10,400,000		10,400,000		10,400,000	
ME	ME100	Biddeford Elm Street Improvements	7,800,000	7,800,000		7,800,000		7,800,000	
ME	ME101	Ashland-Eagle Lake, Route 11 Rehabilitation	14,400,000	14,400,000		14,400,000		14,400,000	
ME	ME102	Milbridge-Cherryfield US Route 1 Reconstruction	12,000,000	12,000,000		12,000,000		12,000,000	
ME	ME103	Abbot-Greenville Route 16 Rehabilitation	16,000,000	16,000,000		16,000,000		16,000,000	
ME					60,600,000		60,600,000		60,600,000
MI	MI329	Brown, Giddings, Silverbel Roads—Orion Township Industrial Corridor	1,000,000	1,000,000		1,000,000		1,000,000	

Consolidated Appropriations Act, 2023 (Public Law 117-328) Division L, Title I, Highway Infrastructure Programs									
State	Demo ID	Project Description in Explanatory Statement Accompanying Pub. L. No. 117-328	Designated Amounts in Explanatory Statement Accompanying Pub. L. No. 117-328	Amount available under P.L. 117-328		Allocation of Y926 Funds This Memorandum		Obligation Authority This Memorandum DELPHI Code 1530569B50.2023.050Y926500	
				Project	State Total	Project	State Total	Project	State Total
MI	MI330	Five Point Highway Reconstruction Project	2,382,000	2,382,000		2,382,000		2,382,000	
MI	MI331	Mound Road/Detroit Arsenal Connector Project	2,500,000	2,500,000		2,500,000		2,500,000	
MI	MI332	Lake Shore Drive Construction	1,150,000	1,150,000		1,150,000		1,150,000	
MI	MI333	Skaneateles Road Improvements (from Town Road to Portice Road)	4,000,000	4,000,000		4,000,000		4,000,000	
MI	MI334	Skaneateles Road Improvements (from Jenitoff Road to Town Road)	2,000,000	2,000,000		2,000,000		2,000,000	
MI	MI335	Brutus Road Reconstruction Project from U.S. 31 to the Cheboygan County Line	1,100,000	1,100,000		1,100,000		1,100,000	
MI	MI336	Pennsylvania Road Grade Separation	865,775	865,775		865,775		865,775	
MI	MI337	Construction Funding for Gap and Intersection Improvements for the Downriver Linked Greenways Trail System	4,100,000	4,100,000		4,100,000		4,100,000	
MI	MI338	Joe Louis Greenway—Hamtramck Drive Connector	3,920,000	3,920,000		3,920,000		3,920,000	
MI	MI339	9-Mile Rebuild	4,380,000	4,380,000		4,380,000		4,380,000	
MI	MI340	Freedom Trail Restoration	1,700,000	1,700,000		1,700,000		1,700,000	
MI	MI341	Golf Drive Reconstruction	3,200,000	3,200,000		3,200,000		3,200,000	
MI	MI342	Genesee Avenue Bridge Replacement	2,000,000	2,000,000		2,000,000		2,000,000	
MI	MI343	21 Mile Bridge Replacement	1,617,000	1,617,000		1,617,000		1,617,000	
MI	MI344	King Road Bridge Replacement	1,000,000	1,000,000		1,000,000		1,000,000	
MI	MI345	Dickman Road / Business Loop Interstate 94 Realignment and Bridge Construction	2,000,000	2,000,000		2,000,000		2,000,000	
MI	MI346	Livingston County Regional Trail Connections	900,000	900,000		900,000		900,000	
MI	MI347	Oxford Safety Path Construction	374,696	374,696		374,696		374,696	
MI	MI348	Orion Township Giddings/Silverbell/Brown Road Rehabilitation	7,000,000	7,000,000		7,000,000		7,000,000	
MI	MI349	Holt to Mason Trail Final Connection	2,750,000	2,750,000		2,750,000		2,750,000	
MI	MI350	City of Ecorse Southfield Road Pedestrian Improvement Project Ecorse, MI	600,000	600,000		600,000		600,000	
MI	MI351	Joe Louis Greenway West Chicago Connector	1,386,216	1,386,216		1,386,216		1,386,216	
MI	MI352	Shepherd Road Reconstruction, Rome Township and Adrian Township	2,000,000	2,000,000		2,000,000		2,000,000	
MI	MI353	Oakville Waltz Road Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
MI	MI354	River Raisin Heritage Trail Rehabilitation Project	2,000,000	2,000,000		2,000,000		2,000,000	
MI	MI355	Airport Road Corridor Project	2,000,000	2,000,000		2,000,000		2,000,000	
MI	MN277	Stearns County Road 120 Resurfacing and Safety Improvements	1,250,000	1,250,000		1,250,000		1,250,000	
MN	MN278	City of St. Louis Park—Cedar Lake and Louisiana Reinvestment	2,000,000	2,000,000		2,000,000		2,000,000	
MN	MN279	City of St. Paul—Eastbound Kellogg Bridge Reconstruction	7,000,000	7,000,000		7,000,000		7,000,000	
MN	MN280	City of West St. Paul Smith/Dodd Intersection Realignment, Public Plaza and Officer Scott Patrick Memorial	3,100,000	3,100,000		3,100,000		3,100,000	
MN	MN281	Dakota County Veterans Memorial Greenway	4,995,000	4,995,000		4,995,000		4,995,000	
MN	MN282	City of Prior Lake Trail Gap Construction	632,150	632,150		632,150		632,150	
MN	MN283	City of Cottage Grove—80th Street Transportation and Infrastructure Project	5,000,000	5,000,000		5,000,000		5,000,000	
MN	MN284	Dakota County I35 & 50 Interchange Reconstruction	5,040,000	5,040,000		5,040,000		5,040,000	
MN	MN285	City of Burnsville Highway 13 & Nicollet Avenue Mobility Improvement	3,000,000	3,000,000		3,000,000		3,000,000	
MN	MN286	Trunk Highway 26 Reconstruction	5,785,000	5,785,000		5,785,000		5,785,000	
MN	MN287	US Highway 169 /CR 4 Rural Safety and Mobility Interchange Project	7,000,000	7,000,000		7,000,000		7,000,000	
MN	MN288	I-94 Expansion Project	3,000,000	3,000,000		3,000,000		3,000,000	
Michigan					59,925,687		59,925,687		59,925,687

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				Project	State Total	Project	State Total	Project	State Total
MN	MN289	US 212 Rural Freight Mobility and Safety Project	4,000,000	4,000,000		4,000,000		4,000,000	
MN	MN290	Trunk Highway 65 Improvements at 109th Avenue	5,000,000	5,000,000		5,000,000		5,000,000	
MN	MN291	Trunk Highway 65 Improvements at 99th Avenue Project	4,000,000	4,000,000		4,000,000		4,000,000	
MN	MN292	Construction of a High Priority Off-Street Trail Along Zane Avenue Between 63rd Ave and Brooklyn Blvd	874,400	874,400		874,400		874,400	
MN	MN293	Highway 610 Extension Project	2,750,000	2,750,000		2,750,000		2,750,000	
MN	MN294	Minnesota Valley State Trail—Lyndale to Nine Mile Creek Segment	2,350,000	2,350,000		2,350,000		2,350,000	
MN	MN295	US Highway 8 Reconstruction	3,000,000	3,000,000	69,776,550	3,000,000	69,776,550	3,000,000	69,776,550
MO	MO254	South Loop Link	28,600,000	28,600,000		28,600,000		28,600,000	
MO	MO255	Blue Ridge Boulevard Improvements	4,600,000	4,600,000		4,600,000		4,600,000	
MO	MO256	Riverway Blvd Improvement Project	3,200,000	3,200,000		3,200,000		3,200,000	
MO	MO257	Excelsior Springs Safe Routes to School	3,600,000	3,600,000		3,600,000		3,600,000	
MO	MO258	I-70 Interchange Improvements	4,000,000	4,000,000		4,000,000		4,000,000	
MP	TQ002	Rota Route 10 Drainage Improvements and Road Overlay	2,000,000	2,000,000	44,000,000	2,000,000	44,000,000	2,000,000	44,000,000
MP	TQ003	Tinian Route 205 Road and Drainage Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
MP	TQ004	Salpan Route 302 Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
MP	TQ005	Salpan Route 36 Phase 1 Construction	4,000,000	4,000,000		4,000,000		4,000,000	
MS	MS239	Pearl-Richland Intermodal Connector	5,000,000	5,000,000	10,000,000	5,000,000	10,000,000	5,000,000	10,000,000
MS	MS240	Bozeman-Reunion Crossing Interconnectivity System	7,000,000	7,000,000		7,000,000		7,000,000	
MS	MS241	8th Street Corridor	3,000,000	3,000,000		3,000,000		3,000,000	
MS	MS242	Mississippi Highway 51 Bridge	6,000,000	6,000,000		6,000,000		6,000,000	
MS	MS243	U.S. Route 45 Spur	5,000,000	5,000,000		5,000,000		5,000,000	
MS	MS244	Downtown Greenville Commercial Corridor	2,000,000	2,000,000		2,000,000		2,000,000	
MS	MS245	Building Way Extended Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
MS	MS246	Reunion Parkway Crossing	3,000,000	3,000,000		3,000,000		3,000,000	
MS	MS247	12th Street Roadway and Pedestrian Improvements	3,000,000	3,000,000		3,000,000		3,000,000	
MS					36,000,000		36,000,000		36,000,000
NC	NC196	Pavement Rehabilitation on US-64 (Future I-87)	12,300,000	12,300,000		12,300,000		12,300,000	
NC	NC197	I-40 Concrete Replacement and I-26/I-40/I-240 Initial Interchange Improvements	10,250,000	10,250,000		10,250,000		10,250,000	
NC	NC198	City of Rocky Mount, NC's Downtown Pedestrian Bridge	3,000,000	3,000,000		3,000,000		3,000,000	
NC	NC199	City of Greenville, NC Connecting Communities through Greenway Access	2,500,000	2,500,000		2,500,000		2,500,000	
NC	NC200	R. Kelly Bryant Bridge Trail	2,320,000	2,320,000		2,320,000		2,320,000	
NC	NC201	Downtown Streetscape Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
NC	NC202	Tingen Road Bicycle and Pedestrian Bridge Design, Environmental, and Right-of-Way	550,000	550,000		550,000		550,000	
NC					32,920,000		32,920,000		32,920,000
NE	NE104	Blackstone Streetscape Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
NE	NE105	Phase II of The North 24th Street Streetscape Improvements Project	4,000,000	4,000,000		4,000,000		4,000,000	
NE					6,000,000		6,000,000		6,000,000
NH	NH094	Dover Central Avenue Complete Streets Project	4,500,000	4,500,000		4,500,000		4,500,000	

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				Project	State Total	Project	State Total	Project	State Total
NH	NH095	Whitefield—Union Street Water Main and Storm Drainage Rehabilitation	1,400,000	1,400,000		1,400,000		1,400,000	
	NH096	Concord-Lake Sunapee Rail Trail Exit 9 Project	1,203,200	1,203,200		1,203,200		1,203,200	
	NH097	Profile Safe Routes to School Project	419,250	419,250		419,250		419,250	
					7,522,450		7,522,450		7,522,450
	NJ311	Borough of Norwood: Broad Street Bridge	800,000	800,000		800,000		800,000	
	NJ312	Route 539 Overpass	7,000,000	7,000,000		7,000,000		7,000,000	
	NJ313	Union County Structurally Deficient Bridge Initiative	2,760,000	2,760,000		2,760,000		2,760,000	
	NJ314	Town of Westfield, NJ North Ave. Corridor Pedestrian Enhancements	399,000	399,000		399,000		399,000	
	NJ315	Carteret Ferry Terminal Building	6,000,000	6,000,000		6,000,000		6,000,000	
NJ	NJ316	County Road 653/County Avenue Improvements	1,750,000	1,750,000		1,750,000		1,750,000	
	NJ317	Passaic—Main Avenue Parking Deck Project	4,000,000	4,000,000		4,000,000		4,000,000	
	NJ318	McBride Avenue Roundabout Project	1,200,000	1,200,000		1,200,000		1,200,000	
	NJ319	Central Avenue Corridor Improvement Project	1,103,850	1,103,850		1,103,850		1,103,850	
	NJ320	Electric Vehicle Charging Station and Fleet Expansion Project	475,000	475,000		475,000		475,000	
	NJ321	Sinatra Drive Redesign Project	1,800,000	1,800,000		1,800,000		1,800,000	
	NJ322	Kings Highway Pedestrian Safety Improvements	997,500	997,500		997,500		997,500	
	NJ323	County Road 539 Overpass	4,000,000	4,000,000		4,000,000		4,000,000	
	NJ324	Route 72 Transportation & Safety Connector Project	2,000,000	2,000,000		2,000,000		2,000,000	
	NJ325	Chestnut Avenue Safety Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
	NJ326	South Brunswick Signalized Intersection Improvements	2,600,000	2,600,000		2,600,000		2,600,000	
					38,885,350		38,885,350		38,885,350
NM	NM111	Albuquerque Rail Spur Trail	3,001,000	3,001,000		3,001,000		3,001,000	
	NM112	US 84 Full Depth Reclamation between Ft. Sumner and Santa Rosa	1,000,000	1,000,000		1,000,000		1,000,000	
		<i>Pueblo of Acoma—Haak'u Road</i>							
		<i>*See Note 1</i>							
	NM113	I-40 Corridor	2,900,000	2,900,000		2,900,000		2,900,000	
	NM114	I-25 Comanche/Montgomery Interchanges	1,000,000	1,000,000		1,000,000		1,000,000	
	NM115	Downtown Clovis Reconstruction Project	1,000,000	1,000,000		1,000,000		1,000,000	
	NM116	NM 128 from Jal to NM 31	1,000,000	1,000,000		1,000,000		1,000,000	
	NM117	Spider Rock Road Improvement Project							
		<i>*See Note 1</i>							
	NM118		4,000,000	4,000,000		4,000,000		4,000,000	
					14,901,000		14,901,000		14,901,000
	NV106	Las Vegas—Next Generation Signal Prioritization	3,000,000	3,000,000		3,000,000		3,000,000	
	NV107	Ely Downtown Infrastructure and Complete Streets	5,000,000	5,000,000		5,000,000		5,000,000	
	NV108	Clark County—Pedestrian Flashers and Safety Improvements	3,000,000	3,000,000		3,000,000		3,000,000	
	NV109	Lemmon Drive Reconstruction	4,000,000	4,000,000		4,000,000		4,000,000	
	NV110	Moody Lane/Coleman Road Connector Construction	4,000,000	4,000,000		4,000,000		4,000,000	
	NV111	Henderson Interchange	5,000,000	5,000,000		5,000,000		5,000,000	
	NV112	Stewart Avenue Complete Streets	3,000,000	3,000,000		3,000,000		3,000,000	
NV					27,000,000		27,000,000		27,000,000
	NV113								
	NV114								
	NV115								
	NV116								
NY	NY791	Village Linderhurst Resurface Projects	2,000,000	2,000,000		2,000,000		2,000,000	
	NY792	Road Raising & Flood Resiliency for Amity Harbor and American Venice Project	3,000,000	3,000,000		3,000,000		3,000,000	
	NY793	Bailey Avenue Complete Streets Signal Synchronization Project	1,000,000	1,000,000		1,000,000		1,000,000	
	NY794	Twin City Memorial Highway Improvements	500,000	500,000		500,000		500,000	

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				Project	State Total	Project	State Total	Project	State Total
NY	NY795	Half Moon Bay Bridge Reconstruction Project	1,500,000	1,500,000		1,500,000		1,500,000	
NY	NY796	Route 9 Road Diet	4,000,000	4,000,000		4,000,000		4,000,000	
NY	NY797	Route 9W at Oak Tree Road Safety Improvements	4,000,000	4,000,000		4,000,000		4,000,000	
NY	NY798	Westchester Square Plaza	1,000,000	1,000,000		1,000,000		1,000,000	
NY	NY799	Northport Main Street Flood Mitigation Project	1,392,000	1,392,000		1,392,000		1,392,000	
NY	NY800	Asharoken Avenue Flood Abatement	1,000,000	1,000,000		1,000,000		1,000,000	
New York					19,392,000		19,392,000		19,392,000
OH	OH420	Irishtown Bend Equitable Transportation Access and Livability Project	750,000	750,000		750,000		750,000	
OH	OH421	East Exchange Street Complete Street in Akron	2,000,000	2,000,000		2,000,000		2,000,000	
OH	OH422	Gaylord Bridge Replacement Project	3,000,000	3,000,000		3,000,000		3,000,000	
OH	OH423	The Point Intersection Improvement Project	2,000,000	2,000,000		2,000,000		2,000,000	
OH	OH424	Interchange Construction Project on I-71 at Sunbury Parkway	2,000,000	2,000,000		2,000,000		2,000,000	
OH	OH425	Thornwood Drive Improvement Project	4,000,000	4,000,000		4,000,000		4,000,000	
OH	OH426	Licking County Transportation Improvement District Roadway Improvement Project	2,000,000	2,000,000		2,000,000		2,000,000	
OH	OH427	City of Reynoldsburg—East Main Street Phase II	1,585,000	1,585,000		1,585,000		1,585,000	
OH	OH428	Franklin County—Ferris Road Corridor	2,000,000	2,000,000		2,000,000		2,000,000	
OH	OH429	Center for Rehabilitation of Aging Transportation Infrastructure	1,000,000	1,000,000		1,000,000		1,000,000	
OH	OH430	Memorial Bridges Loop Trail	432,000	432,000		432,000		432,000	
OH	OH431	Ashville Pike Replacement Bridge	5,000,000	5,000,000		5,000,000		5,000,000	
OH	OH432	USR 33 Lane Expansion	3,000,000	3,000,000		3,000,000		3,000,000	
OH	OH433	Little Miami River Improvement Project	3,000,000	3,000,000		3,000,000		3,000,000	
OH	OH434	Building Better Neighborhoods Phase 1	1,500,000	1,500,000		1,500,000		1,500,000	
OH	OH435	Cuyahoga County Ridgewood Drive Bridge Project	2,000,000	2,000,000		2,000,000		2,000,000	
OH	OH436	City of Green Arlington Road Project	2,000,000	2,000,000		2,000,000		2,000,000	
OH	OH437	Washington County Ohio SR 7 Logistics Lane	800,000	800,000		800,000		800,000	
OH	OH438	East Liverpool Riverfront Trail Construction	1,000,000	1,000,000		1,000,000		1,000,000	
OH	OH439	State Route 84 Resurfacing	849,000	849,000		849,000		849,000	
OH	OH440	Cuyahoga I-77 / Miller Road Interchange	5,000,000	5,000,000		5,000,000		5,000,000	
OH	OH441	Auburn Road Resurfacing	1,200,000	1,200,000		1,200,000		1,200,000	
OH	OH442	Washington Street Resurfacing	1,000,000	1,000,000		1,000,000		1,000,000	
OH	OH443	The Mound Connector Highway Project	1,000,000	1,000,000		1,000,000		1,000,000	
OH	OH444	I-675/Wilmington Pike Interchange Project	3,000,000	3,000,000		3,000,000		3,000,000	
OH	OH445	East Dayton Rails-to-Trails Project	1,500,000	1,500,000		1,500,000		1,500,000	
OH	OH446	Aicholtz Road Roundabouts	2,000,000	2,000,000		2,000,000		2,000,000	
OH	OH447	Improvements to SR 159 (Bridge Street) in the City of Chillicothe	2,000,000	2,000,000		2,000,000		2,000,000	
OH	OH448	SR32 Eastern Corridor Segment I/Va	2,000,000	2,000,000		2,000,000		2,000,000	
OH	OH449	Reed Hartman Highway and Grooms Road Connector	2,000,000	2,000,000		2,000,000		2,000,000	
Ohio					60,616,000		60,616,000		60,616,000
OK	OK171	US-412 Future Interstate Improvements	4,000,000	4,000,000		4,000,000		4,000,000	
OK	OK172	Altus Economic Loop	2,000,000	2,000,000		2,000,000		2,000,000	
OK	OK173	I-35 Interchange at Waterloo Road	5,000,000	5,000,000		5,000,000		5,000,000	
OK	OK174	SH-66 from Edmond to Luther	3,000,000	3,000,000		3,000,000		3,000,000	
OK	OK175	Oswalt Road Grade, Drain, Bridge, and Surface Project	4,400,000	4,400,000		4,400,000		4,400,000	
OK	OK176	S.E. 29th Street and Douglas Blvd. Intersection Improvements	2,400,000	2,400,000		2,400,000		2,400,000	
OK	OK177	US-81 Realignment in Grady County, Oklahoma	2,500,000	2,500,000		2,500,000		2,500,000	

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				Project	State Total	Project	State Total	Project	State Total
OK	OK178	SH-37 Railroad Underpass in Moore, Oklahoma	5,000,000	5,000,000		5,000,000		5,000,000	
OK	OK179	I-35 Widening in Love and McClain Counties	4,000,000	4,000,000		4,000,000		4,000,000	
OK	OK180	Pawnee County US 64 Improvements	3,000,000	3,000,000		3,000,000		3,000,000	
OK	OK181	Roger Mills County US 283 Grade, Drain, and Resurface	3,000,000	3,000,000		3,000,000		3,000,000	
OK	OK182	Texas County US 54 Grade, Drain, and Resurface	3,000,000	3,000,000		3,000,000		3,000,000	
Oklahoma					41,300,000		41,300,000		41,300,000
OR	OR204	Alpha Livable Community and Safe Access to Transit	962,000	962,000		962,000		962,000	
OR	OR205	Tonquin Employment Area Access Project	3,000,000	3,000,000		3,000,000		3,000,000	
OR	OR206	Burns Paiute Tribe—US Highway 20 Wildlife Connectivity Project *See Note 1	940,000	940,000		0		0	
OR	OR207	Construction of Arterial Road between Highway 11 and Highway 30	1,500,000	1,500,000		1,500,000		1,500,000	
OR	OR208	City of Carlton—West Main Street Revitalization	1,500,000	1,500,000		1,500,000		1,500,000	
OR	OR209	82nd Ave MAX Station Improvement Project — Portland, OR	3,000,000	3,000,000		3,000,000		3,000,000	
OR	OR210	NE Halsey Safety and Access to Transit Project — Portland, OR	1,000,000	1,000,000		1,000,000		1,000,000	
OR	OR211	Jordan Road to Sandy River Delta Multi-use Path, Columbia River	2,332,000	2,332,000		2,332,000		2,332,000	
OR	OR212	Gorge National Scenic Area — Multnomah County, OR	3,178,686	3,178,686		3,178,686		3,178,686	
OR	OR213	Earthquake Ready Burnside Bridge (EQRB) Design Phase — Multnomah County, OR	2,000,000	2,000,000		2,000,000		2,000,000	
OR	OR214	Main Avenue/OR 104 Pedestrian Route	1,360,000	1,360,000		1,360,000		1,360,000	
OR	OR215	Beaverton Downtown Loop	4,000,000	4,000,000		4,000,000		4,000,000	
OR	OR216	OR141: Hall Boulevard Pedestrian Safety Improvements at Hemlock & Spruce	3,200,000	3,200,000		3,200,000		3,200,000	
OR	OR217	OR-18/OR-99W Corridor Safety and Intersection Improvements	4,000,000	4,000,000		4,000,000		4,000,000	
OR	OR218	River Road—Santa Clara Pedestrian and Bicycle Bridge	6,000,000	6,000,000		6,000,000		6,000,000	
OR	OR219	Coos County Libby Lane Paving Project (MP 3.33 to MP 5.62)	608,000	608,000		608,000		608,000	
OR	OR220	US-101 Sidewalk Infill	2,800,000	2,800,000		2,800,000		2,800,000	
Oregon					41,380,686		40,440,686		40,440,686
PA	PA746	SR 590 Paving Project	2,400,000	2,400,000		2,400,000		2,400,000	
PA	PA747	Cross County Trail (CCT) Bridge & Trail	2,500,000	2,500,000		2,500,000		2,500,000	
PA	PA748	Pittsburgh City Steps	7,000,000	7,000,000		7,000,000		7,000,000	
PA	PA749	Karns Crossing Bridge	6,000,000	6,000,000		6,000,000		6,000,000	
PA	PA750	US 422 Bypass Phase 2	2,500,000	2,500,000		2,500,000		2,500,000	
PA	PA751	East Washington Street Bridge	3,000,000	3,000,000		3,000,000		3,000,000	
PA	PA752	Kittanning Pike Flood Control	1,000,000	1,000,000		1,000,000		1,000,000	
PA	PA753	Market Place District Transportation Improvements	3,500,000	3,500,000		3,500,000		3,500,000	
PA	PA754	Rodi Road Streetscape Phase 1	800,000	800,000		800,000		800,000	
PA	PA755	Sweet Valley Road Improvements, Ross Township	1,550,000	1,550,000		1,550,000		1,550,000	
PA	PA756	Crawford Avenue Bridge Rehabilitation	7,000,000	7,000,000		7,000,000		7,000,000	
PA	PA757	Rostraver Township Pedestrian Bridge Improvements	1,800,000	1,800,000		1,800,000		1,800,000	
PA	PA758	Waynesburg Betterment—Intersections and Intersection Approaches	7,000,000	7,000,000		7,000,000		7,000,000	
PA	PA759	Westmoreland County Bridge Preservation Project	1,600,000	1,600,000		1,600,000		1,600,000	
PA	PA760	Pennsylvania Route 21 Improvements Plan	2,500,000	2,500,000		2,500,000		2,500,000	
PA	PA761	Updates to PA State Route 68 from Dolby Street to Trout Run	3,000,000	3,000,000		3,000,000		3,000,000	
Pennsylvania					53,150,000		53,150,000		53,150,000

City of Burlington

CA0811

Consolidated Appropriations Act, 2023 (Public Law 117-328) Division L, Title I, Highway Infrastructure Programs									
State	Demo ID	Project Description in Explanatory Statement Accompanying Pub. L. No. 117-328	Designated Amounts in Explanatory Statement Accompanying Pub. L. No. 117-328	Amount available under P.L. 117-328		Allocation of Y926 Funds This Memorandum		Obligation Authority This Memorandum DELPHI Code 1530569B50.2023.050Y926500	
				Project	State Total	Project	State Total	Project	State Total
TX	TX489	Speepleville Road Bridge at Middle Bosque River	1,760,000	1,760,000		1,760,000		1,760,000	
TX	TX490	Little Bear Creek Design and Construction of Drainage Facility	1,500,000	1,500,000		1,500,000		1,500,000	
Texas									
UT	UT133	Ogden Canyon Shared Use Pathway	2,000,000	2,000,000		2,000,000		2,000,000	
UT	UT134	Young Street Bridge Project	2,000,000	2,000,000		2,000,000		2,000,000	
UT	UT135	4700 South Roadway Reconstruction Phase 3	2,000,000	2,000,000		2,000,000		2,000,000	
UT	UT136	4700 South Reconstruction	2,000,000	2,000,000		2,000,000		2,000,000	
UT	UT137	Nefis Canyon Trailhead Improvement Project	800,000	800,000		800,000		800,000	
UT	UT138	SR-174 Improvements Phase 1	3,000,000	3,000,000		3,000,000		3,000,000	
UT	UT139	Itapah Road Safety and Rehabilitation Project	3,500,000	3,500,000		3,500,000		3,500,000	
UT	UT140	1450 South Extension—River Road to Dixie Drive Interchange (I-15) Project							
UT	UT141	Old Highway 91 Improvement Project	2,500,000	2,500,000		2,500,000		2,500,000	
UT	UT142	SR-7 Exit 5 Interchange, Southern Hills Bridge and Roadway Project	2,000,000	2,000,000		2,000,000		2,000,000	
UT	UT143	SR-7 Exit 5 Interchange, Southern Hills Bridge and Roadway Project	3,500,000	3,500,000		3,500,000		3,500,000	
UT	UT144	4700 South Reconstruction Project	3,000,000	3,000,000		3,000,000		3,000,000	
UT	UT144	Ephraim Canyon Road Improvements	2,500,000	2,500,000		2,500,000		2,500,000	
Utah									
VA	VA285	Shenandoah Rail Trail	3,000,000	3,000,000		3,000,000		3,000,000	
VA	VA286	Wiley Drive/Roanoke River Greenway Low Water Bridge	2,500,000	2,500,000		2,500,000		2,500,000	
VA	VA287	Multimodal Transportation Infrastructure Improvements	1,500,000	1,500,000		1,500,000		1,500,000	
VA	VA288	Sunrise Valley Cycle Track Innovation to Herndon	4,000,000	4,000,000		4,000,000		4,000,000	
VA	VA289	North Woodbridge Pedestrian Bridge	4,000,000	4,000,000		4,000,000		4,000,000	
VA	VA290	I-66 Trail/Vienna Metrorail Station Bicycle and Pedestrian Improvements	1,000,000	1,000,000		1,000,000		1,000,000	
VA	VA291	U.S. 121/U.S. 460 Intersection Coalfields Expressway Hawks Nest Paving Project	7,000,000	7,000,000		7,000,000		7,000,000	
VA	VA292	Laskin Road Phase I-B	2,000,000	2,000,000		2,000,000		2,000,000	
VA	VA293	Nimmo Parkway Phase VII-B	3,000,000	3,000,000		3,000,000		3,000,000	
VA	VA294	Pedestrian Accommodation US 58/Purdy Rd and Sidewalks Roundabout at the intersection of Jefferson Park Road (RT. 630) and Middle Road (RT. 646) in Prince George County, VA	1,000,000	1,000,000		1,000,000		1,000,000	
VA	VA295	Courthouse Road Pedestrian Improvements	3,540,806	3,540,806		3,540,806		3,540,806	
VA	VA296	Oliville Road—I-64 Interchange Roundabout	4,000,000	4,000,000		4,000,000		4,000,000	
VA	VA297	Lambert Way—Woodman Road Extension	5,000,000	5,000,000		5,000,000		5,000,000	
VA	VA298	Roundabout at Rollins Ford Road and Estate Manor Drive	580,000	580,000		580,000		580,000	
VA	VA299	Route 7 and Route 690 (Hillsboro Road) Interchange	4,000,000	4,000,000		4,000,000		4,000,000	
VA	VA300	Metro Station Area Pedestrian Improvements	2,000,000	2,000,000		2,000,000		2,000,000	
VA	VA301	Franklin Park to Purcellville Trail	1,000,000	1,000,000		1,000,000		1,000,000	
VA	VA302	Church Street Side Street (Cherry) Project	12,000,000	12,000,000		12,000,000		12,000,000	
Virginia									
VT	VT074	Missisquoi Valley Rail Trail Rehabilitation and Extension	1,440,000	1,440,000		1,440,000		1,440,000	
VT	VT075	Grace Avenue Realignment—Phase II	2,000,000	2,000,000		2,000,000		2,000,000	
Vermont									
WA	WA331	The Makah Tribe—Makah Passage and Hobuck Residential Road Project	2,000,000	2,000,000		2,000,000		2,000,000	
WA	WA332	*See Note 1	2,000,000	2,000,000		2,000,000		2,000,000	
Washington									
				28,800,000		28,800,000		28,800,000	
				48,960,000		48,960,000		48,960,000	
				53,120,806		53,120,806		53,120,806	
				13,440,000		13,440,000		13,440,000	
				0		0		0	

Consolidated Appropriations Act, 2023 (Public Law 117-328) Division L, Title I, Highway Infrastructure Programs									
State	Demo ID	Project Description in Explanatory Statement Accompanying Pub. L. No. 117-328	Designated Amounts in Explanatory Statement Accompanying Pub. L. No. 117-328	Amount available under P.L. 117-328		Allocation of Y926 Funds This Memorandum		Obligation Authority This Memorandum DELPHI Code 1530569B50.2023.050Y926500	
				Project	State Total	Project	State Total	Project	State Total
WA	WA333	I-5/Port of Tacoma Road Interchange (Phase 2)	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	
WA	WA334	Pines Road/BNSF Grade Separation Project	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	
WA	WA335	Redmond Central Connector III (RCC 3)	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	
WA	WA336	City of Woodinville's Eastrail Crossing and SR 202 Trestle Widening Project	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	
WA	WA337	20th Street NE and Main Street Improvements	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	
WA	WA338	Columbia Heights Road Safety Improvement Project	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	5,500,000	
WA	WA339	148th Street Non-Motorized Bridge Project, Shoreline, WA	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	
WA	WA340	State Route 166/Bay Street Reconstruction	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	
WA	WA341	169th St Connecting Segment, Arlington, Washington	3,654,893	3,654,893	3,654,893	3,654,893	3,654,893	3,654,893	
WA	WA342	44th Avenue West Underpass Pedestrian and Bicycle Improvement Project, Lynnwood, Washington	1,744,328	1,744,328	1,744,328	1,744,328	1,744,328	1,744,328	
WA	WA343	Port of Friday Harbor Barge and Access Road, Friday Harbor, WA	650,000	650,000	650,000	650,000	650,000	650,000	
WA	WA344	Town to Zylstra Lake Multi-Modal Trail, Friday Harbor, WA	5,280,000	5,280,000	5,280,000	5,280,000	5,280,000	5,280,000	
WA	WA345	Snohomish County Culveris, Bothell and Stanwood, Washington	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	
WA	WA346	Grove Street Overcrossing, Marysville, Washington	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	
WA	WA347	Port of Warden Road Infrastructure Improvement & Expansion Project	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	
WA	WA348	Yakima County East-West Corridor	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	
WA	WA349	Adams County Bridge 411-3 Sackman Road Bridge Replacement Project	3,878,000	3,878,000	3,878,000	3,878,000	3,878,000	3,878,000	
WA	WA350	City of Spokane Valley Bigelow Sullivan Corridor	2,650,000	2,650,000	2,650,000	2,650,000	2,650,000	2,650,000	
WA	WA351	Spokane County Craig Road	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	
WA	WA352	Sheffield Trail Widening & Restoration	800,000	800,000	800,000	800,000	800,000	800,000	
WA	WA353	Pacific Avenue SR-7, Pecestrian and Transit Access Improvements (168 Street East)	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	
WA	WA354	The City of Lakewood South Tacoma Way Project	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	2,500,000	
WA	WA355	Stewart Road Corridor Completion: White River Bridge	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000	2,800,000	
Washington				70,557,221		68,557,221		68,557,221	
WI	W1181	Blatnik Bridge	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	
WI	W1182	Reconstruction of Silver Spring Drive from 27th Street to the Milwaukee River	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	
WI	W1183	Wisconsin River Recreational Bridge — Dane and Sauk County, WI	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	
Wisconsin				13,500,000		13,500,000		13,500,000	
WV	WV106	Huntington Welcome Center I-64 Exit 8	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	1,750,000	
WV	WV107	Coalfield Expressway	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	
WV	WV108	I-79 Exit 155	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	
WV	WV109	Corridor H	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	
WV	WV110	Weirton WV 2—Weirton Frontier Crossing	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	
WV	WV111	King Coal Highway	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	5,000,000	
WV	WV112	Charles Town Augustine Trail & Connectivity Project	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	1,400,000	
WV	WV113	Second Interchange at I-70 Phase I	730,000	730,000	730,000	730,000	730,000	730,000	
West Virginia				18,880,000		18,880,000		18,880,000	
WY	WY035	Senator Mike Enzi Memorial Overpass Replacement Project	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	
Wyoming				3,000,000		3,000,000		3,000,000	
Grand Total			1,862,811,613	1,862,811,613	1,862,811,613	1,851,971,613	1,851,971,613	1,851,971,613	

Consolidated Appropriations Act, 2023 (Public Law 117-328) Division L, Title I, Highway Infrastructure Programs									
State	Demo ID	Project Description in Explanatory Statement Accompanying Pub. L. No. 117-328	Designated Amounts in Explanatory Statement Accompanying Pub. L. No. 117-328	Amount available under P.L. 117-328		Allocation of Y926 Funds This Memorandum		Obligation Authority This Memorandum DELPHI Code 1530569B50.2023.050Y926500	
				Project	State Total	Project	State Total	Project	State Total
*Note 1: A separate allocation will be provided through Federal Lands Highway Division									

ATTACHMENT F
APPLICABLE STANDARDS & DESIGN CRITERIA

Current edition of:

- A. Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- B. Vermont Agency of Transportation (VTrans) Standard Specifications for Construction, as amended with its most recent General Special Provisions and Supplemental Specifications, but only to the extent not inconsistent with this Grant Agreement.
- C. VTrans Vermont State Design Standards
- D. VTrans Municipal Assistance Section Guidebook
- E. VTrans Utility Accommodation Plan
- F. VTrans Access Management Program Guidelines
- G. VTrans Hydraulics Manual
- H. VTrans Structures Manual
- I. VTrans Design Exception Procedure
- J. VTrans Right-of-Way Manual
- K. VTrans Policy for CADD standards
- L. American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide
- M. AASHTO Guide for the Development of Bicycle Facilities
- N. AASHTO Guide for Planning, Design and Operation of Pedestrian Facilities
- O. AASHTO Guide for Design of Pavement Structures
- P. AASHTO Specifications for Highway Bridges
- Q. National Association of City Transportation Officials (NATCO) design guidance
- R. Institute of Transportation Engineers (ITE) Designing Walkable Urban Thoroughfares
- S. Transportation Research Board Highway Capacity Manual
- T. Approved project environmental document

- U. Code of Federal Regulations (CFR), Titles 23 (Highways), 48 (Federal Acquisition RegulationsSystem) (FARS), and 49 (Transportation)
- V. VTrans Procedures for Selecting Contractors and Specifications for Contractor Services, Including Customary State Contract Provisions, but only to the extent not inconsistent with this Grant Agreement.
- W. U.S. Department of Justice rules implementing the Americans with Disabilities Act (ADA), 28CFR Part 36)

If the Subrecipient believes that there is a discrepancy in the information contained herein or in the above-listed requirements, the Subrecipient shall notify the State. The State, after consultation with the Subrecipient, will, in its sole discretion, determine which requirement takes precedence.

ATTACHMENT G
PERSONNEL REQUIREMENTS AND CONDITIONS

A. Standards of Conduct

1) No employee, officer or agent of the Subrecipient shall participate in the selection, award or administration of a contract support by state or federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- the employee, officer or agent, or
- any member of his or her immediate family, or
- his or her partner, or
- an organization which employs, or is about to employ, any of the above,

has a financial or other interest in the consultant or contractor selected for award. Subrecipient's officers, employees or agents will neither solicit nor accept gratuities, favors or any gift of any kind or value from consultants, potential consultants, contractors, potential contractors, or parties to sub-agreements. Violation of this standard will result in penalties, sanctions, or other disciplinary actions to the extent permitted by State, Federal or local law.

2) Except where it conflicts with fairness toward competitors, Subrecipient shall avoid any appearance of a conflict of interest in the award of a contract. If there is such an appearance of a conflict of interest wherein a reasonable person might conclude that the contractor was selected for improper reasons, the Subrecipient shall disclose that fact and, regardless, should document its reasons for selection all contractors.

B. The Subrecipient shall employ only qualified personnel in responsible charge of the supervision of work.

C. Except with the approval of the State, during the life of this Agreement, the Subrecipient will not employ:

1) Personnel on the payroll of the State who are directly involved with the awarding, administration, monitoring, or performance of the contract or the Project(s) which are the subject(s) of this Grant Agreement, or

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

ATTACHMENT G
PERSONNEL REQUIREMENTS AND CONDITIONS (CONTINUED)

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

E. The State reserves the right to require the removal from the Project any person employed by the Subrecipient for misconduct, incompetence or negligence, as determined by the Secretary of the Vermont Agency of Transportation, in the due and proper performance of his/her duties or who neglects or refuses to comply with the requirements of this Agreement.

ATTACHMENT H
REQUIRED SUBMITTALS, STATE LIAISON, WAIVER OF STANDARDS AND
MODIFICATIONS OF DESIGN STEPS, PLANS, DOCUMENTS AND ESTIMATES

Required Submittals: Conceptual Plans, Final Plans and Contract Plans, Specifications and Estimates Draft Scoping Report and Final Scoping Report

State Liaison: **Peter Pochop, Project Manager**

Waivers of Standards: **None**

Modifications of Project Design Steps, Plans, Documents and Estimates: **None**

ATTACHMENT I

**DOT Standard Title VI Assurances and Non-Discrimination Provisions
(DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E**

Assurance Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement

as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Assurance Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. § 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), ("*....which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*), as implemented by 49 C.F.R. § 25.1 *et seq.*

CITY OF BURLINGTON, VT
PROJECT BUDGET AMENDMENT REQUEST

Department: DPW Requested by: Laura Wheelock Date: DRAFT

Briefly explain the reason for the amendment:

Add \$480,052 in reimbursable State Sales Tax Reallocation funding to the BTC - Public Improvement Project. Add the Congressionally Directed Spending - Church Street Side Streets - Cherry Street budget to Fund 851. For the \$300,000 of the GO23 Bond funds for the local match have been approved under FY24 and originally allocated under the annual sidewalk contract portion of the bond. These funds need to be moved from that G/L and project to the new Grant project. The remaining \$300,000 of funds shall be allocated under FY25.

Dept. Head Approval (under 10k)

Chief Administrative Officer Date (10k to 24,999)

Mayor Date (25K - 50K)

BUDGET AMENDMENT DETAILS

Org Set	GL Account	Account Name	Project/Sub/Detail Name	Increase/ (Decrease)
851-19-700	4875_145	BTC Public Improvements, Public Works, Capital Projects.Grants - State Miscellaneous Taxes	851 BTC Improve - Sales Tax Reallocation -	480,052
851-19-700	9500_100	BTC Public Improvements, Public Works, Capital Projects.Capital Outlay - Construction	851 BTC Improve - Sales Tax Reallocation -	480,052
851-19-700	4875_130	BTC Public Improvements, Public Works, Capital Projects.Grants - Federal Capital Indirect	851 BTC Improve - CDS CD23(1) - Cherry ST-	12,000,000
851-19-700	9500_100	BTC Public Improvements, Public Works, Capital Projects.Capital Outlay - Construction	851 BTC Improve - CDS CD23(1) - Cherry ST-	12,000,000
851-19-700	4990_235	BTC Public Improvements, Public Works, Capital Projects.Interfund Transfer Proceeds - Waterfront TIF	851 BTC Improve - CDS CD23(1) - Cherry ST-	2,400,000
851-19-700	9500_235	BTC Public Improvements, Public Works, Capital Projects.Capital Outlay - Waterfront TIF	851 BTC Improve - CDS CD23(1) - Cherry ST-	2,400,000
851-19-700	4990_800	BTC Public Improvements, Public Works, Capital Projects.Interfund Transfer Proceeds - Bond Proceeds Tsf	851 BTC Improve - CDS CD23(1) - Cherry ST-	300,000
851-19-700	9500_800	BTC Public Improvements, Public Works, Capital Projects.Capital Outlay - Bond Tsf Expenditures	851 BTC Improve - CDS CD23(1) - Cherry ST-	300,000
842-19-700-771	4990_800	Streets & Sidewalks, Public Works, Capital Projects, Sidewalk Reconstruction.Interfund Transfer Proceeds - Bond Proceeds Tsf	842 Sidewalk - Annual Contract - CY23	(300,000)
842-19-700-771	9500_800	Streets & Sidewalks, Public Works, Capital Projects, Sidewalk Reconstruction.Capital Outlay - Bond Tsf Expenditures	842 Sidewalk - Annual Contract - CY23	(300,000)

BTC Public Improvements Overall Budget
Federal/State Cooperative Agreement Projects Only
See CPP (TIF-STR) for other work/budget

			by Federal Project			by Federal Fiscal Year (October-September)							
REVENUE:			Total	Leahy CDS	RAISE	FY23	FY24	FY25	FY26	FY27	FY28	FY29	TOTAL
Leahy Congressionally Directed Spending	Cherry Street	\$12,000,000.00	\$15,000,000.00		\$22,384,000.00		\$ 396,000.00	\$ 2,029,600.00	\$ 4,468,000.00	\$ 2,706,400.00	\$ -	\$ -	\$ 9,600,000.00
City Capital	Local Match - Cherry Street	\$600,000.00					\$ 36,000.00	\$ 129,600.00	\$ 270,000.00	\$ 164,400.00			\$ 600,000.00
Waterfront Tax Increment Financing	Local Match - Cherry Street	\$2,400,000.00					\$ 99,000.00	\$ 507,400.00	\$ 1,117,000.00	\$ 676,600.00			\$ 2,400,000.00
RAISE: Reconnecting Downtown	Bank Street, Balance of work on other streets	\$20,850,000.00				\$ 1,497,000.00	\$ 3,941,000.00	\$ 9,147,500.00	\$ 6,264,500.00	\$ -	\$ -	\$ -	\$ 20,850,000.00
RAISE: Workforce Development	CEDO	\$1,534,000.00				\$ 613,600.00	\$ 613,600.00	\$ 230,100.00	\$ 76,700.00	\$ -	\$ -	\$ -	\$ 1,534,000.00
Subtotal		\$37,384,000.00					\$ 2,641,600.00	\$ 7,221,200.00	\$ 15,232,600.00	\$ 9,888,600.00	\$ -	\$ -	\$ 34,984,000.00
EXPENSES:													
Cherry Street (Church-Winooski)	CDS - PE	\$ 3,000,000.00		\$ 3,000,000.00			\$ 150,000.00	\$ 90,000.00	\$ 30,000.00	\$ 30,000.00			\$ 300,000.00
	CDS - ROW						\$ 30,000.00	\$ 30,000.00					\$ 60,000.00
	CDS - CONSTRUCTION							\$ 528,000.00	\$ 1,320,000.00	\$ 792,000.00			\$ 2,640,000.00
Cherry Street (Battery-Church)	CDS - PE	\$15,330,000.00		\$ 12,000,000.00			\$ 400,000.00	\$ 240,000.00	\$ 80,000.00	\$ 80,000.00			\$ 800,000.00
	CDS - ROW						\$ 95,000.00	\$ 95,000.00				\$ 190,000.00	
	CDS - CONSTRUCTION							\$ 2,202,000.00	\$ 5,505,000.00	\$ 3,303,000.00			\$ 11,010,000.00
	RAISE - PE												\$ -
	RAISE - ROW						\$ 3,330,000.00						\$ -
	RAISE - CONSTRUCTION								\$ 1,665,000.00	\$ 1,665,000.00			\$ 3,330,000.00
Bank Street (Pine - Winooski)	PE	\$12,200,000.00					\$ 976,000.00	\$ 585,600.00	\$ 195,200.00	\$ 195,200.00			\$ 1,952,000.00
	ROW						\$ 122,000.00	\$ 122,000.00				\$ 244,000.00	
	CONSTRUCTION						\$ 10,004,000.00	\$ 2,000,800.00	\$ 5,002,000.00	\$ 3,001,200.00		\$ 10,004,000.00	
Pine & St. Paul Street	PE	\$5,320,000.00					\$ 399,000.00	\$ 239,400.00	\$ 79,800.00	\$ 79,800.00			\$ 798,000.00
	ROW						\$ -	\$ 111,000.00				\$ 111,000.00	
	CONSTRUCTION						\$ 4,411,000.00	\$ 882,200.00	\$ 2,205,500.00	\$ 1,323,300.00		\$ 4,411,000.00	
Workforce Development	PE	\$1,534,000.00				\$ 613,600.00	\$ 613,600.00	\$ 230,100.00	\$ 76,700.00				\$ 1,534,000.00
Subtotal		\$34,384,000.00		\$ 12,000,000.00	\$ 22,384,000.00		\$ 2,605,600.00	\$ 7,091,600.00	\$ 14,962,600.00	\$ 9,724,200.00	\$ -	\$ -	\$ 34,384,000.00

Purple outline are the limits of where the Congressional Directed Spending (LEAHY) can apply (\$15M)



Pink is the area that under our agreement with City Place they will construct this area completely with the exception of furnishings, plantings, and lighting. (\$13.23M)

Blue is the area where the RAISE Grant will apply. (\$22M)

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Julia Ursaki
 Title/Subject: Congressionally Directed Spending VTrans Grant Cooperative Agreement for Church Street Side Street (Cherry) Project

	Approval:	Meeting Date:
☒	Board of Finance	9/5/2023
☐	City Council	9/11/2023
☐	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	8/29/2023	Chapin Spencer/Norm Baldwin
Mayor's Office informed and approved memo	Yes	8/29/2023	Samantha Sheehan
Board/Commission, if required	N/A		Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	8/30/2023	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/30/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/30/2023	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	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.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

FROM: Julia Ursaki, Public Works Transportation Engineer
Laura Wheelock, PE, Senior Public Works Engineer

DATE: September 5, 2023; September 11, 2023

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE Assistant Director of Public Works/City Engineer

RE: Authorization to Amend Project Budget and Execute the Construction Contract
for East Avenue Traffic Calming

Request:

The Department of Public Works ("DPW") is requesting approval and recommendation from Board of Finance and authorization from City Council to execute the Construction Contract for the East Avenue Traffic Calming project with S.D. Ireland Brothers Corp. ("SDI") for \$360,291.00, and to authorize the use of an additional \$36,029.10 (10%) in contingency funds to be available to use toward any necessary future change orders, for a total authorized amount of \$396,320.10.

Background of the East Avenue Traffic Calming Project

In October 2020, DPW developed an updated Traffic Calming Manual to guide our Traffic Calming Program. This new manual replaced the previous first-come, first-served model with a data-driven and safety-based process for prioritizing projects to reduce traffic speeds in Burlington. More information can be found here: <https://www.burlingtonvt.gov/dpw/TrafficCalming>.

Under the 2020 Traffic Calming Manual, East Avenue was identified as a high priority for traffic calming due to the measured traffic speeds and reported crash data. The proposed improvements to East Avenue stem from a traffic calming request from May 2017. We deferred the design of this traffic calming project to 2021 when funds became available.

The purpose of this project is to lower vehicle speeds on East Avenue. Traffic data on East Ave shows that 85 percent of all vehicles on East Avenue drove 33 miles per hour or higher. Between 2015 and 2020, 31 crashes occurred, of which nine resulted in injuries. Between 2020 and March 2023, 33 crashes occurred, of which five resulted in injuries. Based on the existing speeds and crash data, East Avenue qualified for traffic calming treatments per the criteria listed in the 2020

Traffic Calming Manual.

The final set of roadway designs features medians and chicanes as well as two raised crossings on East Avenue at the intersections of Bilodeau Court and University Road. This raised crossing at Bilodeau Court complements the Rectangular Rapid Flashing Beacon (RRFB) installed in 2021, which will remain in place. These traffic calming features are spaced to achieve 25 mile per hour speeds on East Ave. With this proposed design, 13 of the 56 existing parking spaces will be removed to fit the traffic calming features. This change was approved by the Public Works Commission on April 19, 2023.

We have directly engaged with the community through a series of public meetings and worked with our design consultant to develop designs that best fit the community's needs. The public engagement completed to date includes:

- Initial neighborhood meeting on February 15, 2022 to present traffic calming concepts
- Second neighborhood meeting on August 23, 2022 to present refined traffic calming concepts
- Pilot project to test the geometry of the proposed medians and chicanes on September 21, 2022
- Ward 1 NPA meeting presentation on December 14, 2022 to present refined traffic calming concepts
- Public Works Commission meeting presentation on April 19, 2023 to present the final traffic calming design and seek approval for parking changes along the street

After discussions with the community at the meetings listed above, DPW adjusted the traffic calming design, and ultimately received broad public support for the final design.

Funding for the East Avenue Traffic Calming Project

Transportation Capital is providing the full construction cost for a budget of \$396,320.10 for this project. Transportation Capital has the capacity to fund this project with budgeted funds previously allocated by the Capital Committee and the City Council. The Department of Public Works is requesting authorization of a budget amendment to create a Traffic Calming project budget funded with \$396,320.10 from Transportation Capital (Motion 1, Attachment 1).

Contractor Bids & Selection

DPW staff issued an Invitation for Bids on July 12, 2023, and opened competitive bids on August 9, 2023. Construction is expected to commence in fall of 2023 or spring of 2024, with a required completion date of June 30, 2024.

Two bids were received in response to the Invitation to Bid. The total bid prices for each are shown in Table 1 – Bid Results below.

Table 1 – Bid Results

Contractor	Bid
Don Weston Excavating Inc	\$362,541.00
S.D. Ireland Brothers	\$360,291.00

S.D. Ireland Brothers was determined to be the lowest bidder with a total bid price of \$360,291.00. DPW's design consultant, VHB, prepared a bid analysis on behalf of the City of Burlington of both bids received compared to the Engineer's Estimate, which recommended that S.D. Ireland Brother's bid should be accepted. The Bid Analysis is included in Attachment 2.

Thank you for your consideration of these requests. If you have any questions, please feel free to contact Julia Ursaki (jursaki@burlingtonvt.gov, 802-809-1355), or Laura Wheelock (Lwheelock@burlingtonvt.gov, 802-338-2125).

Attachments

1. Proposed Budget Amendment
2. Bid Analysis
3. Draft Construction Contract with S.D. Ireland Brothers Corp.

Motions

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 from Transportation Capital as needed to create the Traffic Calming project budget in the amount of \$396,320.10 in accordance with the attached Budget Amendment (Attachment 1) for the East Avenue Traffic Calming Project.
2. To approve and recommend that the City Council authorize the Director of Public Works to execute a contract with S.D. Ireland Brothers Corp. in an amount up to \$360,291.00, and any necessary future change orders using up to \$36,029.10 (10%) in available contingency funds, for a total authorized amount of \$396,320.10, for the construction of the East Avenue Traffic Calming project, subject to the review and approval of the City Attorney's Office.

City Council:

1. To authorize the Chief Administrative Officer, or her designee, to affect all necessary budget amendments and transfers of funds from Transportation Capital as needed to create the Traffic Calming project budget in the amount of \$396,320.10 in accordance with the attached Budget Amendment (Attachment 1) for the East Avenue Traffic Calming Project.
2. To authorize the Director of Public Works to execute a contract, subject to City Attorney approval with S.D. Ireland Brothers Corp. in the amount of \$360,291.00, and further authorize the Director of Public Works to execute any necessary future change orders using up to \$36,029.10 (10%) in available contingency funds, for a total authorized amount of \$396,320.10 for the construction of the East Avenue Traffic Calming project.

CITY OF BURLINGTON, VT
PROJECT BUDGET AMENDMENT REQUEST

Department: DPW Requested by: Julia Ursaki Date: draft

Briefly explain the reason for the amendment:

Moving funds to create the project budget for East Avenue traffic calming.

Dept. Head Approval (under 10k)

Chief Administrative Officer Date (10k to 24,999)

Mayor Date (25K - 50K)

BUDGET AMENDMENT DETAILS

Org Set	GL Account	Account Name	Project/Sub/Detail Name	Increase/ (Decrease)
841-19-700	9500_800	Transportation Projects, Public Works, Capital Projects.Capital Outlay - Bond Tsf Expenditures	841 Transport - Cap Improve CIP - Planning	(98,320.10)
841-19-700	4990_800	Transportation Projects, Public Works, Capital Projects.Interfund Transfer Proceeds - Bond Proceeds Tsf	841 Transport - Cap Improve CIP - Planning	(98,320.10)
841-19-700	9500_100	Transportation Projects, Public Works, Capital Projects.Capital Outlay - Construction	841 Transport - Transprt Capital - Planning	(298,000.00)
841-19-700	4990_100	Transportation Projects, Public Works, Capital Projects.Interfund Transfer Proceeds - General Fund	841 Transport - Transprt Capital - Planning	(298,000.00)
841-19-700	9500_800	Transportation Projects, Public Works, Capital Projects.Capital Outlay - Bond Tsf Expenditures	841 Transport - Traffic Calming -	98,320.10
841-19-700	4990_800	Transportation Projects, Public Works, Capital Projects.Interfund Transfer Proceeds - Bond Proceeds Tsf	841 Transport - Traffic Calming -	98,320.10
841-19-700	9500_100	Transportation Projects, Public Works, Capital Projects.Capital Outlay - Construction	841 Transport - Traffic Calming -	298,000.00
841-19-700	4990_100	Transportation Projects, Public Works, Capital Projects.Interfund Transfer Proceeds - General Fund	841 Transport - Traffic Calming -	298,000.00



To: Burlington DPW

Date: August 23, 2023

Memorandum

Project #: 56830.01 Traffic
Calming

From: VHB

Re: Burlington DPW – East Avenue Traffic Calming Bid Analysis

Bid Opening Date: Wednesday, August 9, 2023

Analysis By: Shayna Lillis (VHB)

Analysis Completed Date: Tuesday, August 23, 2023

Contractor with Low Bid: S.D. Ireland Brothers Corporation

Bids submitted for this contract have been reviewed for reasonable conformance with the engineer's estimated prices, resulting in the following recommendation.



The bid should be accepted. Analysis has failed to indicate an advantage to the contractor with corresponding disadvantage to the City.



The bid should be rejected for the following reason(s):

APPROVED: _____ Date:_____

APPROVED: _____ Date:_____

General Assessment:

The Contractor with the Low Bid, S.D. Ireland Corp. is on the VTrans Contract Administration Prequalified List of Contractors in the Curb and Sidewalk Category. The submitted bid package included the Certificate of Compliance with the City of Burlington's Livable Wage Ordinance, Certification of Compliance with the City of Burlington's Outsourcing Ordinance, Certification of Compliance with the City of Burlington's Union Deterrence Ordinance, and the appropriate bid bond.

Competition Assessment:

Number of Bidders: 2
 Allowable percentage above estimate: 2 Bidders/5%
 Range of Bids: \$360,291.00 - \$362,541.00
 Engineer's Estimate: \$246,276.81
 Low Bid: \$360,291.00
 Difference: +\$113,879.19

- ☐ Adequate Competition
- ☒ Exempt from Adequate Competition
 - ☐ Safety Project. ☐ Emergency Project
 - ☐ Gap Project. ☐ Critical Project
- ☒ Bidding history of similar projects indicates re-advertisement will not improve competition.
- ☐ Inadequate Competition, project to be re-advertised

Competition is assessed as outlined in:
 FHWA's 2004 *Guidelines on Preparing Engineer's Estimate, Bid Reviews and Evaluation, Section 5a.*

Extended Estimate / Low Bid Estimate Information:

For the purposes of this bid analysis, only the construction items that were overbid or underbid by \$2,462.77 or more in cost between the extended estimate and the extended low bid were individually analyzed. This amount (\$2,462.77) represents 1.0% of the estimate.

As indicated and discussed in the attached sheets, several unit bid prices varied from the engineer's estimate, yet this analysis has failed to reveal any unbalancing of bid unit prices by the Contractor and therefore recommend that this bid be accepted.

It is noted that Item 622.10, Insulation Board, was incorrectly calculated in the Engineer's Estimate at a quantity of 5 MFBM, while the correct contract quantity is 0.05 MFBM. The original Engineer's Estimate in the amount of \$249,835.30 has been corrected to \$246,276.81 which has been used in this analysis.

Item Number: 201.10
 Item Name: Clearing and Grubbing, including Individual Trees and Stumps
 Estimated Quantity: 1 LS

- ☒ Estimate quantity has been verified.
- ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$5,000	\$5,000	\$10,000	\$10,000	+\$5,000

Explanation: The low bidder unit price is significantly higher than the engineer's estimate and significantly higher than the other bidder. This unit price does not reasonably reflect the effort involved, indicating the bidder is front loading this item. Being a lump sum item with no opportunity for overrun, there is no disadvantage to the Project in accepting this bid.

Item Number: 203.15
Item Name: Common Excavation
Estimated Quantity: 115 CY

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$70.00	\$8,050.00	\$50.00	\$5,750.00	-\$2,300.00

Explanation: All the bidders were lower than the Estimated Unit Price, which reflects the average bid prices for this item seen on other projects over the past year. The quantity of this item has been checked. Payment for this item is based on the typical sections in the Project Plans, and this is not likely to create an advantage to the contractor or a corresponding disadvantage to the Project.

Item Number: 210.10
Item Name: Coarse-Milling, Bituminous Pavement
Estimated Quantity: 350 SY

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$43.00	\$15,050.00	\$25.00	\$8,750.00	-\$6,300.00

Explanation: The low bidder unit price is lower than the engineer's estimate and equal to the other bidder. The quantity of this item has been checked. The bid prices are representative of similar projects bid in the previous year, thus this price is not likely to create an advantage to the contractor or a corresponding disadvantage to the Project.

Item Number: 301.26
Item Name: Subbase of Crushed Gravel, Fine Graded
Estimated Quantity: 120 CY

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$100.00	\$12,000.00	\$70.00	\$9,000.00	-\$3,000.00

Explanation: The low bidder unit price is lower than the engineer's estimate and lower than the other bidder. The quantity of this item has been checked. Payment for this item is based on the typical sections in the Project Plans, thus there is no opportunity for overrun, and this is not likely to create an advantage to the contractor or a corresponding disadvantage to the Project.

Item Number: 601.2615
Item Name: 18" CPEP (SL) (10")
Estimated Quantity: 35 LF

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$245.00	\$8,575.00	\$150.00	\$5,250.00	-\$3.325.00

Explanation: The low bidder unit price is significantly lower than the engineer's estimate and higher than the other bidder. The quantity of this item has been checked. Payment for this item is based on the width of the roadway and only at one location, thus there is no opportunity for overrun, and this is not likely to create an advantage to the contractor or a corresponding disadvantage to the Project.

Item Number: 604.18
Item Name: Precast Reinforced Concrete Drop Inlet with Cast Iron Grate
Estimated Quantity: 2 EACH

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$8,530.00	\$17,060.00	\$8,000.00	\$16,000.00	-\$1,060.00

Explanation: The low bidder unit price is similar to the engineer's estimate and significantly higher than the other bidder. The quantity of this item has been checked. Payment for this item is based on regrading the roadway where the water would have otherwise flowed downstream, which only occurs in one location on the Project, thus there is no opportunity for overrun, and this is not likely to create an advantage to the contractor or a corresponding disadvantage to the Project.

Item Number: 616.28
Item Name: Cast-in-Place Concrete Curb, Type B
Estimated Quantity: 610 LF

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$55.00	\$33,550.00	\$75.00	\$45,750.00	+\$12,200.00

Explanation: The low bidder unit price is higher than the engineer's estimate and similar to the other bidder. Some variability in the actual quantity is expected, but the contractor will build the curb to meet the elevations called out in the Project Plans. The higher unit prices on this project reflect the escalation in bid prices for this item seen on other projects over the past year. Therefore, there is not likely an advantage to the contractor or a corresponding disadvantage to the Project.

Item Number: 618.10
 Item Name: Portland Cement Concrete Sidewalk. 5 Inch
 Estimated Quantity: 30 SY

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$150.00	\$4,500.00	\$250.00	\$7,500.00	+\$3,000.00

Explanation: The low bidder unit price is significantly higher than the engineer's estimate and significantly higher than the other bidder. Some variability in the actual quantity is expected, but the contractor will build the sidewalk to meet the specifications and match existing sidewalk as called out in the Project Plans. The higher unit prices on this project reflect the escalation in bid prices for this item seen on other projects over the past year. Therefore, there is not likely an advantage to the contractor or a corresponding disadvantage to the Project.

Item Number: 618.30
 Item Name: Detectable Warning Surface
 Estimated Quantity: 60 SF

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$45.04	\$2,702.10	\$100.00	\$6,000.00	+\$3,297.90

Explanation: The low bidder unit price is significantly higher than the engineer's estimate and significantly higher than to the other bidder. The higher unit price is likely due to the small quantity required for the Project, so some escalation of price is expected. The quantity of this item has been checked. Payment for this item is based on the details in the Project Plans, thus there is no opportunity for overrun, and this is not likely to create an advantage to the contractor or a corresponding disadvantage to the Project.

Item Number: 630.15
 Item Name: Flaggers
 Estimated Quantity: 400 HR

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$50.00	\$20,000.00	\$60.00	\$24,000.00	+\$4,000.00

Explanation: The low bidder unit price is higher than the engineer's estimate and higher than the other bidder. The higher unit prices on this project reflect the escalation in bid prices for this item seen on other projects over the past year. Therefore, there is not likely an advantage to the contractor or a corresponding disadvantage to the Project.

Item Number: 635.11
Item Name: Mobilization/Demobilization
Estimated Quantity: 1 LS

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$18,000.00	\$18,000.00	\$50,000.00	\$50,000.00	+\$32,000.00

Explanation: The low bidder unit price is significantly higher than the engineer's estimate and higher than the other bidder. This unit price does not reasonably reflect the effort involved, indicating the bidder is front loading this item. Being a lump sum item with no opportunity for overrun, there is no disadvantage to the Project in accepting this bid.

Item Number: 641.11
Item Name: Traffic Control, All-Inclusive
Estimated Quantity: 1 LS

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	+\$15,000.00

Explanation: The low bidder unit price is higher than the engineer's estimate and similar to the other bidder. This unit price does not reasonably reflect the effort involved, indicating the bidder is front loading this item. Being a lump sum item there is no opportunity for overrun or underrun, there is no disadvantage to the Project.

Item Number: 675.341
Item Name: Square Tube Sign Post and Anchor
Estimated Quantity: 230 LF

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$17.57	\$4,040.64	\$30.00	\$6,900.00	+\$2,859.36

Explanation: The low bidder unit price is higher than the engineer's estimate and similar to the other bidder. The quantity of this item has been checked. Some variability is to be expected in the quantity based on the conditions of existing sign posts, however all of the bidders were higher than the Estimated Unit Price, which reflects the escalation in bid prices for this item seen on other projects over the past year. Therefore, there is not likely an advantage to the contractor or a corresponding disadvantage to the Project.

Item Number: 670.60
 Item Name: Resetting Signs
 Estimated Quantity: 15 EACH

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$37.68	\$565.19	\$250.00	\$3,750.00	+\$3,184.82

Explanation: The low bidder unit price is significantly higher than the engineer's estimate and significantly higher than the other bidder. This unit price does not reasonably reflect the effort involved, indicating the bidder is front loading this item. Existing signage has been verified, thus there is no opportunity for overrun, and this is not likely to create an advantage to the contractor or a corresponding disadvantage to the Project.

Item Number: 900.670
 Item Name: Special Provision (Granite Cobble Pavers)
 Estimated Quantity: 520 SF

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$35.00	\$18,200.00	\$80.00	\$41,600.00	+\$23,400.00

Explanation: The low bidder unit price is higher than the engineer's estimate and significantly lower than the other bidder. The quantity of this item has been checked. Payment for this item is based on the typical sections-in the Project Plans, thus there is no opportunity for overrun, and this is not likely to create an advantage to the contractor or a corresponding disadvantage to the Project.

Item Number: 900.680
 Item Name: Special Provision (Bituminous Concrete Pavement, Small Quantity)
 Estimated Quantity: 150 TON

☒ Estimate quantity has been verified. ☐ Estimate quantity has been found to be in error.

Estimated Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$325.00	\$48,750.00	\$450.00	\$67,500.00	+\$18,750.00

Explanation: The low bidder unit price is higher than the engineer's estimate and higher than the other bidder. The higher unit prices on this project reflect the escalation in bid prices for this item seen on other projects over the past year and the small quantity required. Payment for this item is based on the typical sections-in the Project Plans, thus there is no opportunity for overrun, and this is not likely to create an advantage to the contractor or a corresponding disadvantage to the Project.

CITY OF BURLINGTON CONTRACTOR CONTRACT

This Contractor Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and S.D. Ireland Brothers Corporation (“Contractor”), a Vermont corporation located at 193 Industrial Ave, Williston, Vermont.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Contract Documents”** means all the documents identified in Section 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 Contractor, and “Parties” means the City and Contractor.
- D. “Project”** means the East Avenue Traffic Calming project.
- E. “Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Purpose.** The City seeks to employ the Contractor to install raised crosswalks, raised concrete median/chicane islands, pavement markings, new sidewalk ramps, signage, grading, drainage improvements, and other incidental items along the project corridor.

3. EFFECTIVE DATE & TERM

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

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

- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on June 30, 2024 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

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

5. 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) \$360,291.

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

- B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents. The City seeks to make payment within thirty days of receipt of an invoice and any backup documentation requested under subsection D (Invoice) below.
- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of \$360,291. 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:

Julia Ursaki, PE
Public Works Transportation Engineer
645 Pine Street
Burlington, VT 05401
jursaki@burlingtonvt.gov
802-809-1355

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Invitation for Bids & Contract Documents dated July 2023
Attachment B: Contractor's Response to Invitation for Bids dated August 9, 2023
Attachment C: Burlington Standard Contract Conditions for Contractors
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

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

8. [Reserved]

— Signatures follow on the next page —

SIGNATURE

Persons signing for the Parties hereby swear and affirm that they are authorized to act on behalf of their respective Party and acknowledge that the other Party is relying on their representations to that effect.

Contractor
S.D. Ireland Brothers Corp.

By: _____

Date: _____

City of Burlington
Department of Public Works

By: _____
Chapin Spencer
Director

Date: _____

Attachment A:
Invitation for Bids dated July 2023

**INVITATION FOR BIDS
&
CONTRACT DOCUMENTS
FOR
City of Burlington
Vermont**



Department of Public Works

East Avenue Traffic Calming

July 2023

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INVITATION FOR BIDS

The City of Burlington Department of Public Works (“City”) is seeking bids for East Avenue Traffic Calming. Electronic bids from pre-qualified contractors will be accepted until 1pm, **EST on August 9** to Julia Ursaki (jursaki@burlingtonvt.gov) for construction of the project hereinafter described. Bid opening will occur immediately after the bid submittal deadline. The time of receiving and opening bids may be postponed due to emergencies or unforeseen conditions.

Electronic BIDS shall be emailed with the subject line: **“Bid Documents: East Avenue Traffic Calming”** and bidder’s name.

Each BID must be accompanied by a certified check payable to the City of Burlington for five percent (5%) of the total amount of the BID. A BID bond may be used in lieu of a certified check.

This contract is subject to the Burlington Pre-Qualification of Construction Contractors, the Burlington Livable Wage Ordinance, the Burlington Union Deterrence Ordinance, and the Burlington Outsourcing Ordinance. No bid will be accepted without signed certificates of compliance with listed ordinances and a filled out Pre-Qualification of Construction Contractors Application.

The bid opening will take place online via Zoom:

Join Zoom Meeting (Bid Opening)

<https://zoom.us/j/99386908486?pwd=NXJtMnRGTDdvWFhaejdlUjFUNDk1Zz09>

Meeting ID: 993 8690 8486

Passcode: 709516

+1 929 205 6099 US (New York)

LOCATION: The project begins on East Avenue approximately 300 feet north of Carrigan Drive and continues north to a point 200 feet north of University Road in the City of Burlington, Vermont.

TYPE OF CONSTRUCTION: The scope of the work consists of installation of raised crosswalks, raised concrete median/chicane islands, pavement markings, new sidewalk ramps, signage, grading, drainage improvements, and other incidental items along the project corridor.

CONTRACT COMPLETION DATE: The Contract shall be completed on or before June 30, 2024. Work continued after same date as previous sentence shall be subject to accrue liquidated damages as set forth by the GENERAL PROVISIONS of the City of Burlington VT 2023 Engineering Specifications.

COST OF PLANS: Plans are available per request to the Municipal Project Manager (MPM), Julia Ursaki, by email or phone.

Julia Ursaki, PE
Public Works Transportation Engineer
Burlington Department of Public Works
802-809-1355, jursaki@burlingtonvt.gov

ENGINEERS ESTIMATE: The Engineers Estimate of the base bid for this Proposal is less than \$250,000.

PLANS, SPECIFICATIONS AND BID DOCUMENTS MAY BE SEEN AT THE OFFICE OF:

1. City of Burlington, 645 Pine Street, Suite A, Burlington, Vermont 05401
2. VHB, 40 IDX Drive, South Burlington, Vermont, 05403

OPTIONAL PREBID CONFERENCE: An optional prebid conference will be held on July 26 at 1pm online via Zoom:

Join Zoom Meeting (Prebid Conference)

<https://zoom.us/j/92973181394?pwd=R0ZWa3pCa1FXeUhpejY2NC9ROXpGdz09>

Meeting ID: 929 7318 1394

Passcode: 022141

+1 929 205 6099 US (New York)

STANDARD SPECIFICATIONS: The construction work performed by the selected contractor is subject to the VTrans 2018 STANDARD SPECIFICATIONS FOR CONSTRUCTION and with current special provisions, as modified by general special provisions.

QUESTIONS, REVISIONS, & ADDENDUM: During the advertisement phase of this project all questions shall be addressed solely to the MPM.

All questions must be submitted before Wednesday, August 2 at 4pm. Questions received after this time may not be answered. Any revisions, addendums and answers to questions received by the due date for questions will be sent to bidders who received this Invitation via email. In addition, revisions will be posted on the City's RFP web page <http://burlingtonvt.gov/RFP/>. It is the responsibility of the bidder to ensure that a valid email is submitted to the plan distributor to the contact information above. It is recommended that bidders submit secondary contact information. The bidder shall acknowledge receipt of all addenda in the bid form. Failure to acknowledge the receipt of addenda will result in disqualification of the bid.

PREQUALIFICATION OF CONTRACTORS: All bidders on this project shall be prequalified by the Vermont Agency of Transportation (VTrans) and City of Burlington.

For City of Burlington, prequalification shall be submitted by interested Bidders a minimum of 5 days before the Bid Due Date unless they are already qualified with the City of Burlington under a prior project. A Prequalification Application is included with these Bid Documents. Please contact the MPM for questions.

For VTrans qualification questions, please contact VTrans Contract Administrator Jon Winter at 802-622-1267

BI-WEEKLY CONSTRUCTION PROGRESS MEETINGS: The general contractor foreman shall attend bi-weekly construction progress meetings with City representatives. The design team and construction subcontractors shall be involved in these meetings as necessary and requested. The general contractor shall prepare an updated construction schedule documenting the upcoming construction activities. The City shall be responsible for securing a meeting location and preparing all meeting materials, notes, and action items.

INSTRUCTIONS FOR BIDDERS

East Avenue Traffic Calming

1. Bid Preparation and Submission

- a. Bidders are expected to examine the specifications, drawings, all instructions and the construction site. Failure to do so will be at the bidder's risk.
- b. All bids must be submitted on the forms provided by the municipality. Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidders name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of the agent's authority. (Bidders should retain a copy of their bid for their own records.)
- c. All bid documents shall be combined as a single PDF and submitted electronically to Julia Ursaki (jursaki@burlingtonvt.gov) with "Bid Documents: East Avenue Traffic Calming," as the subject line and the Invitation for Bids (IFB) number (if applicable), the Project and any other identifying number, the bidder's name, and the date and time for receipt of bids in the body of the email.
- d. This solicitation requires bidding on all items, failure to do so will disqualify the bid.
- e. Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.
- f. Prices in the Bid Proposal Form must be filled in with ink or typewriter in both words and figures indicating the unit price for each respective bid item. The bid total shall also be entered in words and figures.
- g. In case of a discrepancy between a unit price written in words and one entered in figures, the price written in words shall govern.
- h. In the event of a discrepancy between a unit price and the calculated extension, the product based on the unit price bid and the mathematically correct summation of the products shall govern.
- i. In case of discrepancy between the bid total written in words and that entered as a figure, the adjusted figure shall govern.
- j. Bidders must be on the Plan Holders list as managed by the project manager; failure to do so will disqualify the bid.
- k. The estimated quantities are not guaranteed and can be adjusted based on the provisions and the specifications of the contract documents as needed during the project, but are given as a bases for the comparison of the bids.

2. Explanation and Interpretation to Prospective Bidders

- a. Any prospective bidder desiring an explanation or interpretation of the solicitation, specification, drawings, etc., must request it in writing by the date listed for questions in the Invitation for Bids. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided, except for at the PreBid Conference. Any information given to a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written addendum to the solicitation, if that information is necessary in submitting bids, or if lack of it would be prejudicial to other prospective bidders.
- b. Any information obtained by, or provided to, a bidder other than by formal addendum to the solicitation shall not constitute a change to the solicitation.

3. Addendum to Invitation for Bids

- a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- b. Bidders shall acknowledge receipt of any addendum to this solicitation by identifying the addendum number and date on the bid form. Bids which fail to acknowledge the bidders receipt of any addendum will result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the municipality's requirements.
- c. Addenda will be on file in the offices of the Municipality at least 5 days before the bid opening.

4. Responsibility of Prospective Contractor

- a. Contractors shall also be pre-qualified with the City of Burlington. Applications for pre-qualification are included in the appendix documents and shall be submitted 5 working days prior to the bid opening. Pre-qualification applications for this project shall be submitted to the MPM.
- b. Contractors shall provide a 5-year work history with the BID.
- c. The Method of Measurement and Basis of Payment for all contract items shall follow the VTrans 2018 Standard Specification for Construction, unless modified in these Contract Documents.
- d. If a bidder submits a unit bid price of zero for a contract bid item, the bid will be declared informal.
- e. A bidder may submit a unit bid price that is obviously below the cost of the item. If the Municipality awards and enters into a contract with a Bidder that has submitted a unit bid price that is obviously below cost, the contractor shall be obligated to perform the work under such item as indicated in the contract documents and/or as directed by the Engineer.
- f. When Optional Bid Items are indicated in the proposal bidders shall bid on only one pay item in each group of options, leaving the other pay items in the group without a bid price. If a bidder

enters more than one-unit price bid in a group of options, only the lowest total price will be considered as the basis of calculation for determining the low bidder and used in the contract.

- g. When “Alternate Bid Items” are indicated in the Proposal in an Add Alternate, bidders must bid on all pay items in each set of “Alternate Bid Items”. Failure to bid on all of the “Alternate Bid Items” in the proposal may result in rejection of the bid.
- h. Contractor shall carry consistent unit pricing for item numbers that appear in both the Base Bid and Add Alternates where the Add Alternate work is performed concurrently with work in the base bid. Should a discrepancy exist between the unit cost of the two items, the value in the base bid shall be used when determining the contract amount in the Notice of Award. The exception to consistent unit pricing between the Base Bid and Add Alternates is any LUMP SUM items may have unique unit pricing.
- i. When it is indicated in the contract documents that payment or costs of work and/or materials are incidental to one or more other contract items (but not to specific other items), such costs shall be included by the bidder in the price bid for all other contract items.
- j. When the Bid Proposal Form for a contract contains one or more pay items which have a specified quantity and a unit price and total price entered, the Municipality has set a unit price in the event that such item is used. If such item is determined to be needed by the Engineer, the work will be performed by the contractor according to the contract documents at the unit price listed.

5. Errors and/or Inconsistencies in Contract Documents

- a. By submitting a bid, a prospective bidder/contractor certifies that it shall assert no claim, cause of action, litigation, or defense against the Municipality unless notice was provided to the Municipality in writing of any error or inconsistency found in the plans, proposal, specifications, and/or contract documents immediately upon discovery of such error or inconsistency.

6. Availability of Lands for Work, Etc.

- a. The lands upon which the Work is to be performed, rights of way and easement for access thereto and other lands designated for use by the contractor in performing the Work are identified in the contract documents. All additional lands and access thereto required for temporary construction facilities, construction equipment or storage of materials and equipment to be incorporated in the work are to be obtained and paid for by the Contractor. Easements for permanent structures or permanent changes in the existing facilities are to be obtained and paid for by the Municipality unless otherwise provided for in the contract documents.

7. Familiarity with Laws, Ordinances and Regulations

- a. By submitting a bid an entity certifies that it is familiar with all Federal, State and local laws, ordinances and regulations which affect in any way the materials, equipment, haul roads used in or upon the work, the conduct of the work, and the persons engaged or employed in the performance of the work to be performed pursuant to the contract.

- b. By submitting a bid an entity certifies that it shall forthwith report in writing to the Municipality any provision in the plans, proposal, specifications or proposed contract that the bidder/contractor believes is in conflict with or inconsistent with any Federal, State or local law, ordinance, or regulation.
- c. By submitting a bid a prospective Bidder certifies that if, during its investigation of the work in the process of preparing its bid, it discovers or encounters subsurface or latent physical conditions at a project site differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, it shall notify in writing the Municipality of the specific differing conditions immediately upon discovering or encountering the differing site conditions.
- d. An entity further certifies that if it fails to notify the Municipality of any differing site conditions as described above, it shall waive any and all rights that it might have to additional compensation from the Municipality for additional work as a result of the differing site conditions and that it shall not bring a claim for additional compensation because of differing site conditions.
- e. By submitting a bid a prospective bidder/contractor certifies that no claim or defense of ignorance or misunderstanding concerning Federal, State or local laws, ordinances and/or regulations will be employed by a bidder/contractor or considered by the Municipality in claims, litigation, alternative dispute resolution procedures, or other matters concerning the contract for which the bid is submitted.
- f. Prequalification of Construction Contractors. As defined by SUBPART B - RELATED LAWS, CHAPTER 21, ARTICLE V - Prequalification of Construction Contractors, Sec. 21-67 through Sec. 21-78. For all projects where total project cost is one hundred thousand dollars (\$100,000.00) or more.
- g. City Livable Wages Ordinance. As defined by SUBPART B - RELATED LAWS, CHAPTER 21, ARTICLE VI - LIVABLE WAGES, Sec. 21-80 through Sec. 21-87. For any contractor that has a service contract(s) 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. Livable wage rates will change as of July 1. Contractor and all subs will need to meet conditions of that change under this contract. Any change in the Livable Wage Rates that is more than \$0.05 increase will be eligible for consideration of a change order to compensate for the revised rates. Any employees paid at a livable wage rate must continue to be paid at the higher of the livable wage rates should the rate change throughout the contract.
- h. City Outsourcing Ordinance. As defined by SUBPART B - RELATED LAWS, CHAPTER 21, ARTICLE VII - OUTSOURCING, Sec. 21-90 through Sec. 21-94. For 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

- i. City Union Deterrence Ordinance. As defined by SUBPART B - RELATED LAWS, CHAPTER 21, ARTICLE VIII – UNION DETERRENCE, Sec. 21-100 through Sec. 21-103. For 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
- j. Erosion Prevention and Sediment Control Plan. As defined by CHAPTER 26 WASTEWATER, STORMWATER, AND POLLUTION CONTROL - ARTICLE III. STORMWATER AND EROSION CONTROL, Sec 96-160. Contractor shall be responsible for filing a Small Project Erosion Control Plan and maintaining practices identified in the approved plan.
- k. Excavations and Obstructions. As defined by Chapter 27 STREETS AND SIDEWALKS - ARTICLE II. EXCAVATIONS AND OBSTRUCTIONS, Sec 29-62. The Contactor shall be responsible to obtaining a no-charge permit for all locations identified in the Contract Documents where pavement and excavation is disturbed within the right-of-way.

8. Late Submissions, Modifications, and Withdrawal of Bids

- a. Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered.
- b. Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a.) of this provision.
- c. The only acceptable evidence to establish the time of receipt at the Municipality is the time/date stamp of the Municipality on the proposal wrapper, or other documentary evidence of receipt maintained by the municipality.
- d. Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids: provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized agent if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

9. Bid Opening

- a. All bids received by the date and time specified in the solicitation will be publicly opened and total bid amounts read aloud. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present. In the event of unforeseen circumstances (severe weather, etc.) the Municipality reserves the right to postpone the reading of the bids for that contract. All bids for a contract will be opened at the same time and location at a later date.

10. Rejection of Proposals

- a. A Proposal may be declared “Informal” and hence rejected if it shows any alteration of form, omissions, or additions not called for in the proposal, lacks proper signatures, is a conditional bid, has alternate bids unless required in the proposal, has irregularities of any kind, has changes to the printed content, is submitted on a form not furnished by the Municipality, is incomplete, fails to acknowledge receipt of one or more addendums, or includes a clause in which the bidder reserves a right to accept or reject the contract award.
- b. A proposal may be rejected at the time of bid opening or following analysis to confirm the proposal.
- c. If the bids received in response to this solicitation exceed the municipality’s available funding for the proposed work the municipality may reject the bid(s).
- d. The Municipality may reject all bids when deemed to be in the City’s best interest.
- e. The Municipality may reject an otherwise lowest bid when it is determined that another bid is more advantageous to the City.
- f. The Municipality may reject a bid not accompanied by any required bid security or by other data required by the bid documents.
- g. The Municipality may reject a bid which is in any way incomplete, irregular, amplified or qualified or otherwise not in compliance with bid documents in all material respects or reasonable interpretation thereof.
- h. The Municipality may reject any or all proposals, waive any or all technicalities, and/or advertise for new proposals if the municipality determines that the best interests of the Municipality, or the awarding authority, will be served.
- i. Bids which fail to acknowledge the bidder’s receipt of any addendum will result in the rejection of the bid if the addendum (addenda) contained information which substantively changed the Municipality’s requirements.
- j. The Municipality will decide whether any bid prices are unbalanced above or below a reasonable cost analysis value as determined by its MPM. Proposals in which bid prices are unbalanced, mathematically and/or materially, may be rejected at the sole discretion of the Municipality. For purposes of this subsection “mathematically unbalanced bid” and “materially unbalanced bid” shall have the same meaning as in Title 23 Code of Federal Regulations (CFR) Part 635 – Construction and Maintenance, available for viewing at the following link: <https://www.ecfr.gov/cgi-bin/text-idx?SID=ed963b850d9d1f55928182b321424963&mc=true&node=pt23.1.635&rgn=div5>
- k. Prospective bidders may be disqualified for various reasons including (a) Submission of more than one proposal for the same work by an entity under the same or different names, (b) Evidence of collusion among bidders, or (c) Any other cause for suspension or debarment as detailed in the

VTrans' policy and Procedures on Debarment, Code of Vermont Rules (CVR), Volume 8A, 14 010 004, pages 1-10, available for viewing at the following link: <https://advance.lexis.com/documentpage/?pdmfid=1000516&crd=9eb9f46c-bd0f-4011-85bc-52c75678c36c&title=14+010+004.+Policy+and+Procedures+for+Debarment&populated=false&haschildren=&level=4&nodepath=%2FROOT%2FAAJ%2FAAJAAB%2FAAJAABAAE%2FAAJAABAAEAAB&nodeid=AAJAABAAEAAB&config=00JAA3YmIxY2M5OC0zYmJLTQ4ZjMtYjY3Yi02ODZhMTViYWUzMmEKAfBvZENhdGFsb2dfKuGXoJFNHkuKZG9OqaaI&pddocfullpath=%2Fshared%2Fdocument%2Fadministrative-codes%2Furn%3AcontentItem%3A5WS0-FPD1-FGRY-B0BN-00008-00&recomp=h3t7kkk&prid=990be612-8d8b-47d1-a708-b8ab130c9465>

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

11. Contract Award

- a. The Municipality will evaluate bids in response to this solicitation without discussions and, limited by the Municipality's rights under Section 10, Rejection of Proposals, set forth above, awarding a contract to the lowest responsive and responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the municipality considering for following factors:
 1. Adherence to all conditions and requirements of the bid specifications.
 2. Total bid price (including any discounts), unit or extended price, and administrative cost of the City.
 3. Administrative cost of the City.
 4. General reputation and experience of the bidder including past performance with the City.
 5. Evaluation of the bidder's ability to service the City.
 6. Financial responsibility of the bidder to successfully meet the requirements of the contract.
 7. Delivery or completion date.
 8. Maintenance costs and warranty provisions.
- b. Opened proposals will be considered and submitted bids confirmed on the basis of the summation of the products of the quantities shown in each proposal's Bid Proposal Form multiplied by the unit prices bid. In the event of a discrepancy see clarification of sums under Instruction for Bidders.
- c. Prior to signing a construction contract, the successful bidder must submit a current Certificate of Good Standing from the Vermont Secretary of State's office.

13. Bid Guarantee

- a. All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the State of Vermont. Certified checks and bank drafts must be made payable to the order of the municipality. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the

successful bidder as required by the solicitation. **Failure to submit a bid guarantee with the bid shall result in rejection of the bid.** Proposal guarantees of the two lowest bidders that have submitted proposals that comply with all the provisions required to render them formal will be retained until the contract and bonds have been signed by all parties. Bid guarantees submitted by the remaining unsuccessful bidders will be returned as soon as practicable after bid opening. Should no award be made within forty-five calendar days following the opening of bids, forty-six if the forty-fifth day is a state holiday, all proposals may be rejected and all guarantees may be returned.

14. Contract Bonds

- a. A successful bidder entering into a contract for any portion of the work included in a proposal shall provide the Municipality sufficient surety in the form of; 1) a labor and materials bond, and 2) a compliance bond, both as required by 19 V.S.A. Section 10(8) and (9).
- b. Each bond shall be in a sum equal to one hundred percent (100%) of the contract awarded.
- c. The labor and materials bond shall guarantee the payment in full of all bills and accounts for materials and labor used in the work as well as other obligations incurred in carrying out the terms of the contract.
- d. The compliance bond shall guarantee the faithful performance and completion of the work to be done under the contract as well as compliance with all provisions of the contract.
- e. The form of the bond shall be that provided by the Municipality, and the surety shall be acceptable to the State. The bonds shall be procured from an insurance company registered and licensed to do business in the State of Vermont.

15. Signing the Contract

- a. The entity to which the Contract has been awarded shall sign the contract documents and return them to the Municipality within 15 calendar days from the date of the Notice of Award. No contract shall be considered effective until it has been fully executed by all parties.
- b. Failure to comply with any of the requirements of these provisions relative to signing the contract or failure to furnish the required surety within 15 calendar days after notice of award shall be just cause for the annulment of the award or of the contract and/or forfeiture of the proposal guarantee/bid bond. Further, if the award or the contract is annulled, or if the contract is not awarded due to in (action) of the lowest responsible bidder that has submitted a proposal that complies with all the provisions required to make it formal, the proposal guaranty accompanying the proposal shall become the property of the Municipality, not as a penalty but as liquidated damages.
- c. If the award or the contract is annulled, the Municipality may award the contract to the next lowest responsible bidder that has submitted a proposal that complies with all the provisions required to make it formal or advertise a new request for bids for the contract(s).
- d. Failure by the contractor to sign the contract within the time provided by this Subsection shall not be reason for an extension of the contract completion date.

16. Taxes and Insurance Requirements

- a. The City of Burlington is exempt from the Vermont Sales Tax for all purchases and materials, and will provide a copy of its Exemption Certificate to the Contractor after the bid has been awarded.
- b. Taxes and insurance for this project shall be in conformance with Section 103 of the VTrans 2018 Standard Specifications for Construction, with additional requirements as follows:
 - i. It is agreed that the liability insurance furnished by the Contractor is primary and non-contributory for all the additional insured.
 - ii. 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
 - iii. Umbrella Liability:
 - 1. \$1,000,000 Each Event Limit;
 - 2. \$1,000,000 General Aggregate Limit

17. Prompt Pay Compliance

- a. Vermont's Prompt Pay Statute requires payment from primes to subs within 7 days of primes receiving payment. Vermont State Statutes, Commerce and Trade, T.9§4003 provides: "Notwithstanding any contrary agreement, when a subcontractor has performed in accordance with the provisions of its contract, a contractor shall pay a subcontractor, and each subcontractor shall in turn pay its subcontractors, the full or proportional amount received for each such subcontractor's work and materials based on work completed or service provided under the subcontractor, seven days after receipt of each progress or final payment or seven days after receipt of the subcontractor's invoice, whichever is later."

18. Preconstruction Conference

- a. After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the Municipality, its Resident Engineer, and other interested parties convened by the Municipality. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The municipality will provide the successful bidder with the date, time and place of the conference. Note: If the specific material testing and certification requirements are not included elsewhere in the contract documents, they will be provided to the contractor at the preconstruction conference.

19. Offsite Activity

- a. The opening and use of off-site waste, borrow and staging areas shall follow the provisions of Section 105.25 of the VTrans Standard Specifications for Construction, 2018 Edition or the latest version of the General Special Provisions.

- b. The Contractor and/or property owner shall obtain all necessary permits and clearances prior to using off site waste, borrow or staging areas. In addition all off site waste, borrow and staging areas must be reviewed and approved by the VTans Environmental Section prior to use. Application should be made at least 21 calendar days prior to planned utilization. No work will be performed at off site waste borrow or staging areas without written approval of the Engineer. The forms for either documenting an exempt site or applying for review of a site may be found on the VTrans web site at: <http://vtrans.vermont.gov/working/offsite-activity>

20. Disadvantaged Business Enterprise (DBE) Requirements

- a. There are no mandatory Contract goals for DBE compliance on this project. Bidders are advised, however, that a list of Subcontractors and approximate Contract Values will be required as part of the fully executed Contract for the successful Bidder as a means of evaluating DBE participation.

21. Indemnification

The CONTRACTOR will indemnify and hold harmless the OWNER, the ENGINEER, and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the OWNER, or the ENGINEER, or one or more of their agents or employees, by an employee of the CONTRACTOR, or SUBCONTRACTOR, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

22. Contract Change Orders

All changes affecting the Project's construction cost, length of time, or modifications of the terms or conditions of the CONTRACT, must be authorized by means of a written CONTRACT Change Order which is mutually agreed to by the OWNER and CONTRACTOR. The CONTRACT Change Order will include extra WORK, WORK for which quantities have been altered from those shown in the BID Schedule, as well as decreases or increases in the quantities of installed units which are different from those shown in the BID Schedule because of final measurements. All changes must be recorded on a CONTRACT Change Order (which form is part of these CONTRACT Documents) and fully executed before they can be included in a partial payment estimate. Changes for WORK, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.

When the Contract sum is, in whole or in part, based on unit prices, the OWNER reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the WORK contemplated by this CONTRACTOR. Overhead and Profit (OHP) will not be included in a unit quantity Change Order.

The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment to determine a mutually acceptable unit price as follows.

The unit price may be re-evaluated and adjusted under the following conditions:

- a. If the variation in the quantity of a particular item of Unit Price Work performed by CONTRACTOR differs by more than 25% from the estimated quantity of such item indicated in the Agreement
- b. If there is no corresponding adjustment with respect to any other item of Work; and
- c. If CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof; or if OWNER believes that the quantity variation entitles OWNER to an adjustment in the unit price.

Either OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

In addition, there may be added an amount to be agreed upon to cover the cost of general overhead and profit (OHP). The markup for OHP by the General CONTRACTOR may not exceed 10% if the General CONTRACTOR executes the WORK. If a SUBCONTRACTOR executes the WORK, the SUBCONTRACTOR's OHP may not exceed 10% of the cost of the actual WORK, and the General CONTRACTOR may not apply for more than a 5% markup for OHP on the actual WORK (not including the SUBCONTRACTOR's OHP).

In the event that a unit cost cannot be agreed upon, or when Extra Work is requested at the direction of the Owner or Engineer the following shall be used to determine said unit cost. Any additional costs for Public Liability Insurance and Property Damage Insurance that are required in the Contract will be allowed and reimbursed at the actual cost to the Contractor.

- a. Labor. For all machine or equipment operators, other workers, and supervisors in direct charge of the specific operation, the Contractor shall receive the actual wages agreed upon before beginning the work and were paid to the workers performing the work, to which shall be added an amount equal to **10%** for profit. If the Contractor elects to use employee(s) more skilled than required to perform the extra work, the Agency reserves the right to allow compensation for said employee(s) to be capped at 125% of the applicable Davis-Bacon wage rate of the base skill level required to perform the work.

Workers Compensation Insurance, Unemployment Compensation Insurance, and Social Security charges on labor items as paid by the Contractor will be allowed. Other employee insurances (health, disability, e.g.) being paid by the Contractor just prior to the work being ordered will also be allowed, provided the Contractor submits an applicable notarized insurance rate schedule from its insurance agent. The Contractor shall submit an Agency

form indicating all applicable insurances and overhead items for each employee involved in the extra work.

The Contractor will be allowed an additional **10%** of the actual wages paid to the employee as compensation for administration charges and any other additional costs. Additional cost or charge for the Superintendent shall not be allowed.

- b. Materials. The Contractor shall receive the actual cost including freight charges (both as submitted on original receipted bills) for all materials furnished and used. **10%** shall be added thereto for overhead, profit and any other costs incurred in supplying the materials. Vermont sales tax shall not be included.
- c. Equipment. The Contractor will be reimbursed as described below.

Equipment that is used shall be specifically described by year, manufacturer, model number, and any other information required to identify the appropriate hourly rate in the Rental Rate Blue Book published by Equipment Watch (“Blue Book”). In the event the Contractor elects to use equipment of a higher rental value than equipment suitable for the work, payment will be made at the rate applicable to suitable equipment.

- i. Contractor Owned Equipment.

- 1. Ownership Costs. The Contractor will be reimbursed for its ownership costs for self-owned equipment at the rates agreed to before the work begins. These rates shall be on an hourly basis and shall not exceed the monthly ownership rates listed in the current Blue Book divided by 176. The rates will be adjusted for depreciation as computed and published in the Blue Book rate adjustment tables, but will not be adjusted as recommended on the Blue Book regional adjustment maps. The rates for ownership costs will be total reimbursement to the Contractor for all non-operating costs of the equipment, including depreciation, insurance, taxes, interest, storage, overhead, repairs, and profit. The maximum duration for reimbursement in a day shall not exceed eight hours unless the equipment actually is operated for more than eight hours on a particular day, in which case the rate shall be paid for all hours the equipment actually worked on that day.
- 2. Operating Costs. The rates for operating costs include fuel, lubricants, other operating expendables, and preventative and field maintenance. The Contractor will be reimbursed the amount derived as the product of the number of hours of actual use multiplied by the Blue Book estimated operating cost per hour. Operating costs do not apply to equipment idle time. Operating costs do not include the operators’ wages. Except as otherwise provided, the rates to be used for computation shall be those in effect at the time the force account work is performed as reflected in the applicable publication of the Blue Book.

3. In the event that an ownership cost rate and/or an operating cost rate is not established in the Blue Book for a particular piece of equipment, the Engineer shall establish a rate(s) for that piece of equipment consistent with its costs and expected life. The Contractor shall make no charge for small tools that are considered as having a replacement value of less than \$500.
- ii. Rented Equipment. In the event the Contractor does not own a specific type of equipment and must rent, the Contractor will be reimbursed the actual cost for the equipment, as submitted by invoice, for the time that the equipment is used to accomplish the work. Vermont sales tax shall not be included. The Agency reserves the right to limit the hourly rate to the maximum amount allowed by Blue Book in the event that the prime contractor is a subsidiary of, or has a close affiliation to, the firm supplying the rented equipment.
- iii. Maximum Amount Payable. The maximum amount of reimbursement for the ownership cost of Contractor owned equipment or the rental cost of rented equipment is limited to the original purchase price of the equipment.
- iv. Equipment Downtime. No rental cost or operating cost will be paid for downtime for either rented equipment or Contractor owned equipment.
- v. Transportation Costs. The Contractor will be paid for the reasonable documented cost of transporting both Contractor owned and rented equipment to the work location and back to its original location or a new location if the cost is less.
- d. Subcontracted Work. The Contractor shall receive the actual cost, as submitted on original receipted bills, for all extra and force account work subcontracted to others. **10%** shall be added thereto for overhead, profit and any other costs incurred to perform the subcontracted work. However, the Agency reserves the right to use the force account procedures as depicted previously in this subsection in the event that the cost of reimbursable subcontracted work is deemed excessive. The compensation as herein provided shall be received by the Contractor as payment in full for Extra Work done on a force account basis. The Contractor's representative and the Engineer shall compare records of Extra Work on a force account basis at the end of each day. Copies of these records shall be made on Agency forms provided for this purpose and shall be signed by both the Engineer and Contractor's representative. All requests for compensation for Extra Work done on a force account basis, including original receipted bills to verify cost and freight charges for all materials, shall be submitted to the Agency as soon as possible; however, if the required request, invoices, and other documentation are not filed before 90 days have lapsed following final acceptance of the project, the costs associated with such Extra and force account work shall not be reimbursable.

23. Contract Documents

Bidders are reminded to check the contents of this proposal against the table of contents. Documents listed under the Table of Contents are effective for this contract. In the event that you suspect or determine the Bid Documents are incomplete, notify the MPM.

BID PROPOSAL FORM

East Avenue Traffic Calming

Proposal of _____ (hereinafter called Bidder), organized and existing under the laws of the State of Vermont doing business as _____
(a corporation, a partnership, of an individual)

To the City of Burlington, Vermont (hereinafter called Owner)

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

It is essential that all forms that require signature as part of the final Bid Submission be filled out and signed or the Bid itself will be invalid:

- ☐ Burlington's Livable Wages Ordinance Form – Appendix H
- ☐ Burlington's Union Deterrence Ordinance Form – Appendix H
- ☐ Burlington's Outsourcing Ordinance Form – Appendix H
- ☐ City of Burlington Contractor Prequalification – Appendix L

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is June 30, 2024.

Bidder acknowledges receipt of the following Addenda:

Bidder agrees to perform all the Work described in the Contract Documents for the following schedule of prices. Unqualified bids will not be accepted.

The Total Base Bid is the basis for contract award. All unit prices for the same item description shall be the same unit cost, no matter whether the quantities are in the Base Bid or Add Alternates. The City shall determine whether to include the Add Alternates in the contract based on final bid results and local funding limits.

BASE BID – BASIS OF CONTRACT AWARD

ITEM NUMBER AND DESCRIPTION	UNITS	BID QTY	UNIT PRICE	TOTAL PRICE
201.10 CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS	LS	1		
UNIT PRICE IN WORDS:				
203.15 COMMON EXCAVATION	CY	115		
UNIT PRICE IN WORDS:				
204.20 TRENCH EXCAVATION OF EARTH	CY	20		
UNIT PRICE IN WORDS:				
204.22 TRENCH EXCAVATION OF EARTH, EXPLORATORY (N.A.B.I.)	CY	1	\$75	\$75
UNIT PRICE IN WORDS: Seventy-five dollars				
204.30 GRANULAR BACKFILL FOR STRUCTURES	CY	14		
UNIT PRICE IN WORDS:				
210.10 COARSE-MILLING, BITUMINOUS PAVEMENT	SY	350		
UNIT PRICE IN WORDS:				
301.26 SUBBASE OF CRUSHED GRAVEL, FINE GRADED	CY	120		
UNIT PRICE IN WORDS:				
404.65 EMULSIFIED ASPHALT	CWT	4		
UNIT PRICE IN WORDS:				
406.50 PRICE ADJUSTMENT, ASPHALT CEMENT (N.A.B.I.)	LS	1	\$1	\$1
UNIT PRICE IN WORDS: One dollar				
601.2615 18" CPEP(SL) (10")	LF	35		
UNIT PRICE IN WORDS:				
604.18 PRECAST REINFORCED CONCRETE DROP INLET WITH CAST IRON GRATE	EA	2		
UNIT PRICE IN WORDS:				
616.28 CAST-IN-PLACE CONCRETE CURB, TYPE B	LF	610		
UNIT PRICE IN WORDS:				
616.41 REMOVAL OF EXISTING CURB	LF	220		
UNIT PRICE IN WORDS:				
618.10 PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SY	30		

UNIT PRICE IN WORDS:				
618.30 DETECTABLE WARNING SURFACE	SF	60		
UNIT PRICE IN WORDS:				
622.10 INSULATION BOARD	MFBM	5		
UNIT PRICE IN WORDS:				
630.15 FLAGGERS	HR	400		
UNIT PRICE IN WORDS:				
631.16 TESTING EQUIPMENT, CONCRETE	LS	1		
UNIT PRICE IN WORDS:				
631.17 TESTING EQUIPMENT, BITUMINOUS	LS	1		
UNIT PRICE IN WORDS:				
635.11 MOBILIZATION/DEMOBILIZATION	LS	1		
UNIT PRICE IN WORDS:				
641.11 TRAFFIC CONTROL, ALL-INCLUSIVE	LS	1		
UNIT PRICE IN WORDS:				
646.201 4 INCH WHITE LINE, WATERBORNE PAINT	LF	3150		
UNIT PRICE IN WORDS:				
646.2111 4 INCH YELLOW LINE, WATERBORNE PAINT	LF	3250		
UNIT PRICE IN WORDS:				
646.261 24 INCH STOP BAR, WATERBORNE PAINT	LF	30		
UNIT PRICE IN WORDS:				
646.301 LETTER OR SYMBOL, WATERBORNE PAINT	EA	8		
UNIT PRICE IN WORDS:				
646.311 CROSSWALK MARKING, WATERBORNE PAINT	LF	36		
UNIT PRICE IN WORDS:				
646.85 REMOVAL OF EXISTING PAVEMENT MARKINGS	SF	415		
UNIT PRICE IN WORDS:				
675.20 TRAFFIC SIGN, TYPE A	SF	140		
UNIT PRICE IN WORDS:				
675.341 SQUARE TUBE SIGN POST AND ANCHOR	LF	230		
UNIT PRICE IN WORDS:				
675.50 REMOVING SIGNS	EA	10		
UNIT PRICE IN WORDS:				
675.60 RESETTING SIGNS	EA	15		
UNIT PRICE IN WORDS:				
900.670 SPECIAL PROVISION (GRANITE COBBLE PAVERS)	SF	520		
UNIT PRICE IN WORDS:				

900.680 SPECIAL PROVISION (BITUMINOUS CONCRETE PAVEMENT, SMALL QUANTITY)	TON	150		
UNIT PRICE IN WORDS:				

Total Base Bid \$ _____

Total Base Bid Words (Basis of Contract Award) _____

LS = lump sum

EA = each

SY = square yard

SF = square feet

CWT = hundredweight

GAL = gallon

HR = hour

LU = lump unit

CY = cubic yard

LF = linear foot

TON = ton

MGAL = thousand gallons

LB = pound

MFBM = thousand feet, board measure

The lowest responsive and responsible bidder will be determined by the Total Base Bid. The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for on the drawings and specifications.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Contractor

By

Title

Business Address

City

State

Date

ATTEST

CITY OF BURLINGTON, VERMONT



2023 ENGINEERING SPECIFICATIONS

INTRODUCTION

The City of Burlington Engineering Standards and Specifications have been developed for use on all City of Burlington projects managed by the Department of Public Works and the Department of Parks, Recreation, and Waterfront. As part of this document, the provisions of the VTRANS 2018 STANDARD SPECIFICATIONS FOR CONSTRUCTION, and the most recent edition of the VTRANS 2018 GENERAL SPECIAL PROVISIONS, shall apply to all contracts.

The provisions of the City of Burlington Engineering Standards and Specifications shall supersede the corresponding provisions in the VTrans 2018 Standard Specifications for Construction, and the most recent edition of the VTrans 2018 General Special Provisions.

In case of discrepancy, precedence of the Contract Documents will be determined by Section 105.05 of the latest edition of the VTrans Standard Specifications for Construction.

VTRANS PROJECT SPECIAL PROVISIONS

NOTICE TO BIDDERS – GENERAL SPECIAL PROVISIONS. The Contractor is hereby notified **that the most recent General Special Provisions in effect on the date of advertisement shall apply to this Contract. The General Special Provisions may be found at the following address:**

<https://vtrans.vermont.gov/highway/construct-material/construct-services/pre-contractspecifications/active>

NOTICE TO BIDDERS – UTILITIES. The Contractor is advised to use caution when working around aerial or underground utilities to protect the facilities from damage.

Employees or agents of utility companies are to be allowed free and full access within the project limits with the tools, materials, and equipment necessary to install, operate, maintain, place, replace, relocate, and remove their facilities.

There will be no extra compensation paid to the Contractor for any inconvenience caused by working around and with utilities.

Act No. 86 of 1987 (30 VSA Chapter 86) (“Dig Safe”) requires that notice be given prior to making an excavation. It is suggested that the Permit Holder or his/her contractor telephone 1-888-344-7233 at least 48 hours before, and not more than 30 days before, beginning any excavation at any location.

Should the Contractor desire additional adjustments of the utility facilities for his/her convenience, proper arrangements shall be made in conformance with Subsection 105.07 of the Standard Specifications for Construction.

NOTICE TO BIDDERS – TEMPORARY CONSTRUCTION SIGNS. All temporary construction signs shall meet the following requirements:

(a) All sign stands and post installation shall be National Cooperative Highway Research Program Report (NCHRP) 350 compliant.

(b) Where sign installations are not protected by guardrail or other approved traffic barriers, all sign stands and post installations shall meet National Cooperative Highway Research Program (NCHRP) Report 350 or the AASHTO Manual for Assessing Safety Hardware (MASH). The appropriate resource shall be determined as described in the MASH publication.

(c) As a minimum, roll up sign material shall have ASTM D 4956 Type VI fluorescent orange retroreflective sheeting.

(d) All post-mounted signs and solid substrate portable signs shall have ASTM D 4956 Type VII, Type VIII, or Type IX fluorescent orange retroreflective sheeting.

(e) All retroreflective sheeting on traffic cones, barricades, and drums shall be at a minimum ASTM D 4956 Type III sheeting.

(f) All stationary signs shall be mounted on two 3 lb/ft flanged channel posts or 2 inch square steel inserted in 2-1/4" galvanized square steel anchors. No sign posts shall extend over the top edge of sign installed on said posts.

(g) Prior to placing temporary work zone signs on the project, the Contractor must furnish for the Engineer's approval a detail for temporary work zone signs on steel posts showing stubs projecting a maximum of 100 mm (4 inches) above ground level and bolts for sign post.

(h) Construction signs shall be installed so as to not interfere with nor obstruct the view of existing traffic control devices, stopping sight distance, and corner sight distance from drives and town highways.

(i) Speed zones, if used, should be a maximum of 10 mph below existing posted speeds. Temporary speed limit certificates must be approved by the Chief Engineer on State highways and can be approved by the governing municipality on local roads.

(j) An accessible sidewalk route must be available for pedestrians at all times when a sidewalk or roadway is closed. Provide a sign, "Sidewalk Closed Ahead", at both ends of the street when the sidewalk is closed. Only sidewalk on one side of a street can be closed at a time.

NOTICE TO BIDDERS. All retroreflective sheeting on permanent signs (signs to remain after the project is completed) shall be at a minimum ASTM Type III sheeting, unless otherwise shown on the Plans.

NOTICE TO BIDDERS – GENDER-FREE SINGLE OCCUPANCY RESTROOMS. The Contractor shall comply with all of the requirements of Vermont Act 127 (H.333) relating to the designation and signage of single-user toilet facilities in public buildings or places of public accommodation. Any such facilities may be identified by a sign, provided that the sign marks the facility as a restroom and does not indicate any specific gender.

NOTICE TO BIDDERS – CONTAMINATED SHARPS (HYPODERMIC NEEDLES). The Contractor is hereby notified that there are an increasing number of hypodermic needles (also known as contaminated sharps) being found throughout Vermont, and there is the potential to find them along any project. In accordance with Section 107.05, Sanitary Provisions, the Contractor is required to provide a neat and sanitary working environment for each of its employees and workers at no additional cost to the Agency.

The Contractor may reach out to local Police, the Town Health Officer or the Vermont Department of Health at <https://dec.vermont.gov/content/safe-disposal-sharps> for guidance.

If the sharps are located in an area where work is required, the Contractor shall dispose of the sharps in accordance with OSHA Standard 1910.1030 for blood borne pathogens. OSHA has an e-tool for disposal of sharps on their website as well. The standard can be found at the following link: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=10051.

If the sharps are not in an area where the Contractor or workers will come into contact with them, it is best practice to avoid them altogether. The area can be marked and workers should be notified to stay out of the area.

NOTICE TO BIDDERS: Emerald Ash Borer (EAB)

As of 2018, the emerald ash borer (EAB), *Agrilus planipennis*, has been confirmed within Vermont's borders. To provide an assurance of compliance with state and federal EAB laws the contractor shall adhere to the following:

Wherever a potential EAB infestation is identified, the Contractor shall notify and coordinate with the City Arborist as well as the MPM prior to mitigation occurring.

Known EAB infestation areas are changing rapidly. Therefore the Contractor shall consult the online version of the EAB Infested Area Map (Located here: www.vtinvasives.org/land/emerald-ash-borer-vermont) on the same day cutting is to occur. If the project is located with an EAB infested area, ALL tree material, regardless of species, within the project area shall be handled in accordance with a document developed by the Vermont Department of Forests, Parks and Recreation and the Vermont Agency of Agriculture titled "Recommendations to SLOW THE SPREAD of Emerald Ash Borer When Moving Ash from the Infested Area", <https://vtinvasives.org/sites/default/files/images/SLS/SlowSpreadWoodVT%20FINAL.pdf>. Tree material shall not be moved out of state.

Alternatively, the Contractor may choose to hire a qualified professional (Arborist certified by the International Society of Arboriculture or Licensed Forester), at their own expense, to identify the presence of ash trees. Those identified ash trees would be subject to the above referenced recommendations, however other tree species would not.

The Contractor is also hereby made aware of the same potential restrictions as they relate to proposed Waste, Borrow and Staging areas under Section 105.25 Control of Waste, Borrow, and Staging Areas.

NOTICE TO BIDDERS –PARKING RESTRICTIONS. Only such trucks and equipment as are necessary for the construction of this project will be permitted to stop or park on the shoulders or right-of-way of the roadway. All trucks or equipment so stopped or parked shall be at least 4 feet from the edge of the thru traffic lanes. Parking or stopping on the traveled portion of the roadway will not be permitted unless authorized by the Engineer to meet field conditions.

Private automobiles or workers will not be permitted to stop or park on the shoulders or right-of-way of the highway.

Each of the Contractor's trucks or equipment used for the construction of this project and permitted to park or stop as provided above shall be equipped with flashing light signals on the front and rear and the signals shall be operating at all times when parked or stopped on the highway unless otherwise authorized by the Engineer.

The flashing light signals shall be visibly distinct from and physically separate from the hazard warning system required by Federal and State motor vehicle laws and regulations. At least one of these flashing light signals shall be visible to traffic approaching from any angle at all times.

Qualified traffic control personnel shall be employed whenever the Contractor's vehicles or equipment (including that which belongs to the individual workers) enter or leave the traffic flow. All movement, in or out of the traffic flow, shall be with the flow of traffic.

NOTICE TO BIDDERS – MEASURES TO MITIGATE POTENTIAL IMPACTS DUE TO THE COVID-19 PANDEMIC. The Contractor is hereby notified that they should anticipate the possibility of future temporary Contract shutdowns, delays, or suspensions as a result of the COVID-19 pandemic. The Contractor shall consider risks associated with the COVID-19 pandemic as the Contractor develops project schedules and advances the work. The Contractor shall schedule work in a manner that in the event of a temporary shutdown, delay, or suspension, the impacts to mobility will be minimized. The sequence and progression of the work will be solely the Contractor's responsibility. The Contractor is expected to communicate with the Agency regularly to discuss the risks to the project and proposed mitigation measures. VTrans will collaborate with the contractor to mitigate the risks to the project and adjust the sequence of work as necessary to ensure that mobility is not impaired unnecessarily.

If a shutdown, suspension or delay occurs due to the COVID-19 pandemic, the Contractor shall ensure the site is in a stable, safe, and maintainable condition by implementing mitigation measures. Such mitigation measures may include, but are not limited to, limiting the area of milled surfaces exposed at once, or limiting the number of work operations in progress at any one time. The Contractor is solely responsible for any additional maintenance activities or delays related to the sequence and progression of operations. The Agency has established a contract duration which may be longer than expected for the specified work to account for inefficiencies related to the COVID-19 pandemic. The Contractor should anticipate mobility, labor, employee protection measures and material supply issues related to the COVID-19 pandemic. The Contractor is also expected to comply with any Executive Orders.

NOTICE TO BIDDERS – SITE CONDITION. Prior to any shutdown or suspension, the site condition shall be in a stable, safe, and maintainable condition for the travelling public. Stable, safe, and maintainable condition means that the Contractor shall establish necessary erosion and environmental controls; ensure that the full width of the roadway is fully paved with no milled sections; install all safety features including guardrail, traffic signs, and pavement markings as designed or restored to the existing condition to meet the existing geometry; and undertake any additional measures as needed based on site conditions. No lane reductions will be allowed through the winter months. Subsection 109.06 will not apply for work that is required to bring a project to a satisfactory shutdown condition. In the event of a project Suspension of Work Ordered by the Engineer, the Contractor will be reimbursed per Subsection 108.16.

NOTICE TO BIDDERS – SUBSECTION 635.03(a). Subsection 635.03(a) is hereby modified by being deleted in its entirety and replaced with the following:

The first payment of 50% of the lump sum price for Mobilization/Demobilization, or 10% of the adjusted Contract price, whichever is less, will be made within 30 days after execution of the Contract.

NOTICE TO BIDDERS – STANDARD DRAWINGS. The Vermont Agency of Transportation Standard Drawings listed on the Index of Sheets are not included in the plan set, but may be found at the following address:
https://outside.vermont.gov/agency/vtrans/external/CADD/WebFiles/Downloads/Standards/VAOTconSTD_Owner.xml

The Draft Contract included in the Invitation for Bids dated July, 2023 is redundant with the Final Contract and has been omitted from this contract attachment.

DIVISION 100**GENERAL PROVISIONS****SECTION 101 – DEFINITION AND TERMS**

101.02 DEFINITIONS. **The following shall be added after the first sentence:** Terms listed below are hereby added or replaced from the VTrans 2018 Standard Specifications for Construction and the latest version of the VTrans General Special Provisions, defined as follows:

ACTUAL COMPLETION DATE – Date noted in the Completion and Acceptance memorandum on which designated responsible Municipal personnel have reviewed the project and determined that all Contract work is complete and all Contract requirements have been met, generally considered to be the last day the Contractor performed physical work on any contract item.

ADDENDUM (ADDENDA) – Contract revisions developed after advertisement and before opening bids.

ADVERTISEMENT – A public announcement, inviting bids for work to be performed or materials to be furnished.

AGENCY – Wherever the word Agency appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the City of Burlington, except when referenced to documents or publications.

AGREEMENT – The written instrument which is evidence of the agreement between the Municipality and the Contractor.

AWARD – The formal acceptance by the Municipality of a proposal.

BID – The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BID BOND – A proposal guarantees as outlined in the Instructions to Bidders for Contracts.

BIDDER – The individual, partnership, firm, corporation, or any combination thereof, or joint venture, submitting a Bid in accordance with the bidding requirements.

BOARD OR TRANSPORTATION BOARD – Wherever the term Board or Transportation Board appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the Chief Administrative Officer for the City of Burlington.

CHIEF OF CONTRACT ADMINISTRATION – Wherever the term Chief of Contract administration appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean, the Municipal Project Manager.

COMPLETION – Completion of the project occurs when the Contractor has completed all work required by the Contract and has satisfactorily executed and delivered to the Engineer all documents, certificates and proofs of compliance required by the contract.

CONSTRUCTION ENGINEER – Wherever the term Construction Engineer appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the Municipal Project Manager and/or Full Time Employee in Responsible Charge.

CONTRACT COMPLETION DATE - The calendar date specified in the Contract and as adjusted by Change Order when applicable, by which the Contractor shall achieve Substantial Completion.

CONTRACT TIME – Refers to CONTRACT DURATION.

DIRECTOR OF PROJECT DEVELOPMENT – Wherever the terms Director of Project Development, director of Engineering and Construction, Director of Construction and Maintenance, Director, or Chief Engineer appears on the plans, in any specification, or in the Contract, they shall be read as and shall mean; the Director of Public Works for the City of Burlington.

DIRECTOR OF PROGRAM DEVELOPMENT – Wherever the term Director of Program Development appears on the plans, in any specification, or in the contract it shall read as, and shall mean; the Director of Public Works for the City of Burlington.

ENGINEER OR CHIEF ENGINEER – Wherever the term Engineer or Chief Engineer appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the City Engineer or Designer of Record.

FINAL ACCEPTANCE DATE – Wherever the term Final Acceptance Date appears on the plans, in any specification, or in the Contract, it shall mean the date that the Municipality signs the Final Completion Certificate.

GOVERNING BODY – Shall refer to the Public Works Commission.

HOLIDAYS – In addition to the holidays listed in the VTrans 2018 Standard Specifications for Construction, the Contractor shall observe Juneteenth on June 19th.

INCIDENTAL AND INCIDENTAL ITEM – These terms are used to indicate work for which no direct payment will be made. Such work is considered to be incidental to items having contract prices, and the bid prices submitted by the contractor shall be sufficient to absorb the cost of all work designated as incidental or as incidental items.

INVITATION FOR BIDS – An advertisement for receiving proposals for all work and/or materials on which bids are invited from prospective contractors.

MATERIALS AND RESEARCH ENGINEER – Whenever the term Materials and Research Engineer appears on the plans, in any specification, or in the Contract, it shall be read as, and shall mean; the Resident Engineer (RE).

MUNICIPAL PROJECT MANAGER – A person or firm employed or appointed by the Municipality to provide administrative services for the project.

NOTICE OF AWARD – The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

OWNER – City of Burlington.

PREQUALIFICATION:

Annual Prequalification – The Vermont Agency of Transportation process by which an entity is generally approved to bid on contracts advertised by the Local Project Sponsor. Depending on the project size annual prequalification may be the only prequalification necessary.

Contract Specific Prequalification – The process by which an entity is approved to bid on a specific contract determined by the Municipality to be of a size or scope to warrant more than an Annual Prequalification.

PREQUALIFICATION ADMINISTRATOR – A State and/or Municipal employee charged with administration of their respective prequalification process for the Prequalification Committee.

PROPOSAL – The offer of a bidder, on the prescribed form, to perform work and/or provide materials at the price quoted in the offer.

PROPOSAL FORM – Whenever the term Proposal Form appears on the plans, in any specification, or in the Contract it shall be read as, and shall mean; the BID FORM unless specifically referenced otherwise in these Special Provisions.

PROPOSAL GUARANTEE – The security furnished with a bid to ensure that the bidder will enter into a contract if the bidder's proposal is accepted by the Municipality.

REGIONAL CONSTRUCTION ENGINEER – Whenever the term Regional Construction Engineer appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the Burlington Public Works Engineer or designated representative.

RESIDENT ENGINEER – An entity employed by the Municipality to perform supervisory duties including the oversight of testing services on the project and oversight and communication with the contractors foreman that the work is performed according to the specifications and other Contract Documents.

SECRETARY – Wherever the term Secretary appears on the plans, in any specification, or in the contract it shall be read as, and shall mean; the Burlington Public Works Director.

SPECIAL PROVISIONS OR PROJECT SPECIAL PROVISIONS – Additions and revisions to the Standard Specifications for Construction, Supplemental Specifications, General Special Provisions, Plans, or other documents that are part of a particular contract.

STANDARD SPECIFICATIONS:

State – The Vermont Agency of Transportation book entitled 2018 Standard Specifications for Construction, the latest version of the VTrans General Special Provisions, and the specifications

included therein, as approved for general and repetitive use and application in Agency/Municipal projects.

Burlington – The City of Burlington Department of Public Works Document entitled City of Burlington, Vermont 2023 Engineering Specifications, and the specifications included therein, as approved for general and repetitive use and application in Agency/Municipal projects.

STATE – Wherever the term State appears on the plans, in any specification, or in the contract, it shall be read as, and shall mean; the State of Vermont.

TESTING FIRM – An independent firm employed by the Municipality or Resident Engineer to perform all sampling and testing of materials as specified in the Contract Documents and as defined in the VTrans Qualified Laboratory Program.

VTRANS – Wherever the term VTRANS appears on the plans, in and specification, or in the contract it shall be read as, and shall mean; VTRANS or THE BURLINGTON DEPARTMENT OF PUBLIC WORKS, whichever is deemed applicable by the OWNER.

END OF DEFINITIONS

SECTION 105 CONTROL OF WORK

105.09 CONSTRUCTION STAKES;

Delete parts (a) Initial Layout and (b) Permanent Marking Layout, and replace with the following:

Unless horizontal and vertical control information for the project is shown on the project plans, the project shall be staked according to existing conditions. The Contractor shall perform all staking requirements for the proposed work. The Contractor will be responsible for the accuracy and preservation of the staking. The City shall not be held responsible for damage to project staking.

105.20 CLAIMS FOR ADJUSTMENT;

In part (g) Appeal to the Chief Engineer, paragraph (2) Decision Making, delete:

Paragraph 9 of the Construction Contract, “Dispute Resolution, Exclusivity of Administrative Remedies”;

and replace with:

The Dispute Resolution Section of the Construction Contract.

105.21 PAYROLLS;

After part (c), add:(d) The Contractor shall submit certified payroll to the Municipal Project Manager with each pay request. Certified payrolls of subcontractors shall also be submitted with corresponding invoices for which payment is sought.

SECTION 106 – CONTROL OF MATERIAL

106.03 SAMPLES AND TESTS;

Before the first paragraph, add:

A qualified independent testing firm hired by the City of Burlington or its Resident Engineer shall be responsible for Quality Assurance sampling and testing of materials and completed work. The Resident Engineer or Owner may request additional testing as deemed necessary to accept the work.

After the first sentence of the first paragraph, add:

The cost of their Quality Control shall be considered incidental to the payment items in the bid. Any sampling, testing, retesting, and submission of reports and certifications by the Contractor as required by the contract documents and plans shall be considered incidental to the payment items in the bid.

Delete the first sentence of the second paragraph and replace with the following:

Samples will be taken and testing performed by qualified personnel in accordance with the requirements of the latest edition of the Vermont Agency of Transportation's Quality Assurance Program and Material Sampling Manual for level 3, unless otherwise specified in the contract documents.

Modify the last sentence of the third paragraph to read as follows:

Copies of all test results shall be forwarded directly to the Resident Engineer and the Contractor by the testing firm.

SECTION 108 – CONTROL OF MATERIAL

108.12 FAILURE TO COMPLETE WORK ON TIME: **Delete TABLE 108.12A and replace with the following:**

Amount of Liquidated Damages.

1-15 DAYS OVER CONTRACT COMPLETION DATE: The Owner will deduct the cost to employ the Seasonal Paving Inspector and City personnel time up to a maximum of \$500.00 per day.

15+ DAYS OVER CONTRACT COMPLETION DATE: The Owner will deduct \$1,000.00 per day.

Should the contract not be completed prior to the close of the asphalt plants or determination of the winter shut down for work, then liquidated damages charged to the Contractor shall be equal to the time of City Personnel directly accrued as it relates to this Contract. The count for number of WORKING DAYS OF DELAY shall resume on April 15th of the following construction season.

END OF SECTION 100

DIVISION 300
SUBBASE AND BASE COURSES

SECTION 301 - SUBBASE

301.02 MATERIALS:

After the last paragraph, add the following:

If indicated in the Contract, the contractor may reuse or rework suitable subbase material under sidewalk slabs where conditions allow, as approved by the Engineer. Suitable subbase material shall conform to the requirements outlined in this Section.

301.07 METHOD OF MEASUREMENT:

After the first paragraph, add the following:

The quantity of Reuse of Existing Sidewalk Subbase to be measured for payment will be the number of cubic yards, as determined by the accepted quantity in place.

301.08 BASIS OF PAYMENT:

After the first paragraph, add the following:

For Reuse of Existing Sidewalk Subbase, excavation and stockpiling of existing subbase to be reused shall be considered incidental to that pay item.

Add the following to the list of Pay Items:

<u>Pay Item</u>	<u>Pay Unit</u>
301.50 Reuse of Existing Sidewalk Subbase.....	Cubic Yard

END SECTION 300

DIVISION 400
SURFACE COURSES AND PAVEMENTS

SECTION 406 – BITUMINOUS CONCRETE PAVEMENT

406.19 METHOD OF MEASUREMENT; **Replace the first sentence with:**

The quantity of Hand-Placed Marshall Bituminous Concrete Pavement or Hand-Placed Medium Duty Marshall Bituminous Concrete Pavement to be measured for payment will be the number of square feet of mixture for the type specified complete in-place in the accepted work.

406.20 BASIS OF PAYMENT; **Add the following:**

The measured quantity of Hand-Placed Marshall Bituminous Concrete Pavement or Hand-Placed Medium Duty Marshall Bituminous Concrete Pavement will be paid for at the Contract Unit Price per square foot. Payment shall be full compensation for furnishing, mixing, hauling, placing, compacting, and finishing the materials specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete work.

<u>Pay Item</u>	<u>Pay Unit</u>
406.251 Hand-Placed Marshall Bituminous Concrete Pavement	Square Feet
406.271 Hand-Placed Medium Duty Marshall Bituminous Concrete Pavement	Square Feet

END SECTION 400

DIVISION 600
INCIDENTAL CONSTRUCTION

SECTION 651 – TURF ESTABLISHMENT

651.01 DESCRIPTION; After the first sentence, add:

All greenbelt areas disturbed by excavation and/or construction activities of the Contractor shall be restored to their original conditions or better.

651.06 SEED AND AMENDMENTS; Under (a) Hand or Mechanical Seeding, (1) Seed, replace the first sentence with:

Seed shall be broadcast at a rate of 5 lbs/1,000 square feet, unless otherwise specified in the plans or contract documents.

SECTION 653 – EROSION PREVENTION AND SEDIMENT CONTROL

653.03 EPSC PLAN; After the first paragraph (b) Submittals, add:

The contractor is required to submit a City of Burlington Erosion Prevention and Sediment Control (EPSC) permit and implement the practices laid out therein to minimize discharge of sediment from the site. City permitting is now digital and can be found at <https://burlingtonvt.viewpointcloud.com/>.

After the last paragraph, add the following:

- c) At minimum, all construction activities shall conform to the Vermont Department of Environmental Conservation's *The Low Risk Site Handbook for Erosion Prevention and Sediment Control*

SECTION 656 – PLANTING TREES, SHRUBS, AND VINES

656.09 ESTABLISHMENT AND MAINTENANCE; Delete the third paragraph and replace with the following:

The Resident Engineer, Contractor, and a Town Representative shall inspect the plantings prior to final acceptance of the project. If any dead or dying plants are identified, these plants shall be replaced at the contractor's expense.

656.11 TREE PROTECTION; After the last paragraph, add:

The City Arborist will be aware of street tree locations that may be affected by the Work. The City Arborist will be available at the pre-bid conference and in the field as required.

- a) Contractor shall be liable for any damage to affected trees due to construction. Replacement cost of trees requiring removal due to damage sustained through the work covered under this contract will be determined by the value as listed in the City's current tree inventory. The contractor will be responsible for this replacement cost.
- b) Should the Contractor believe that construction will damage any tree regardless of precautions; the Contractor shall not work in that area and shall immediately notify the Resident Engineer in writing.
- c) Reference Section 659 Exposing of Roots for Street Trees for required methods and payment for exposing of roots for cutting.

656.13 BASIS OF PAYMENT; Delete Part (b) and replace with the following:

(b) The remaining 20% of the Contract Unit Price shall be paid after the plantings have been inspected and accepted by the Resident Engineer and the municipality.

Add the following Section:

SECTION 659 – EXPOSING OF ROOTS FOR STREET TREES

659.01 DESCRIPTION. The work in this section shall consist of the removal of dirt and materials from the roots of street trees adjacent to the work.

659.02 EQUIPMENT. Hand digging or use of pneumatic devices such as the AirSpade CGP system will be used to expose roots for cutting if roots are visible after the existing sidewalk panels have been removed. These methods will be used for the excavation of dirt, soil and organic matter within 8 feet of the base of the tree.

659.03 GENERAL REQUIREMENTS. The Cutting of roots greater than 1 inch in diameter will be completed with the use of a hand pruning saw or reciprocating saw to ensure a clean cut.

Replacement cost of trees requiring removal due to damage sustained through the work covered under this contract will be determined by the value as listed in the City's current tree inventory. The contractor will be responsible for this replacement cost.

The Contractor shall coordinate and verify locations of work with the City Arborist and Resident Engineer.

659.04 METHOD OF MEASUREMENT. The quantity of Exposing of Roots for Street Trees to be measured for payment will be the number of trees which required the exposing of roots to be completed in the method described in this Section.

659.05 BASIS OF PAYMENT. The accepted quantity of Exposing of Roots for Street Trees will be paid for at the contract unit price per each tree. Payment will be full compensation for the excavation of

materials per the methods described in this section, cutting of roots, removal, transporting, handling and disposal of materials.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
659.11 Exposing of Roots for Street Trees	EA

END OF SECTION 600

DIVISION 700**MATERIALS****SECTION 755 – LANDSCAPING MATERIALS****755.04 SEED:****Replace the first sentence of the first paragraph with:**

Seed shall be furnished in new, clean, sealed, and properly labeled containers.

After the last paragraph, add:

- (c) Unless otherwise shown in the Plans, seed shall be L.D. Oliver Seed Co., "Burlington Public Works Special Mix" with the following analysis, or an approved equal:

30% Shortstop Turf-type Tall Fescue	90%	Germination
20% Jasper Red Fescue	90%	Germination
20% Creeping Red Fescue	85+%	Germination
20% Fiesta II Perennial Rye Grass	90%	Germination

END OF SECTION 700

DIVISION 800**CITY OF BURLINGTON PROVISIONS****SECTION 801 – DRIVEWAY APRONS**

801.01 DESCRIPTION. The work in this section shall consist of both removing and replacing driveway aprons in their entirety in-kind, unless otherwise specified in the contract or by the Engineer; or modified where the transition between the new finished surface and the existing drive will be more severe than the existing conditions.

801.02 MATERIALS. The following are types of driveway apron replacement or adjustment types:

Replace with Concrete: Work shall include the removal, proper disposal of, and replacement of entire concrete driveway apron with concrete.

Adjust Concrete: Work shall consist of sawcutting a 12-inch-wide section of concrete in a straight line parallel with the longitudinal direction of the street. Existing concrete shall be removed, properly disposed of, and replaced with concrete.

Concrete to Asphalt: Work shall include the removal, proper disposal of, and replacement of entire concrete driveway apron with asphalt.

Replace with Asphalt: Work shall include the removal, proper disposal of, and replacement of entire asphalt driveway apron with asphalt.

Adjust Asphalt: Work shall consist of sawcutting a 12-inch-wide section of asphalt in a straight line parallel with the longitudinal direction of the street. Existing asphalt shall be removed, properly disposed of, and replaced with asphalt.

Replace Concrete Drop Curb: Work shall consist of removing existing drop curb within the limits designated, properly disposing of, and reforming/pouring of new concrete dropped curb.

Adjust Concrete Drop Curb: Work shall consist of adjusting the existing concrete curb either lower or higher than existing conditions. Should the curb need to be lowered it shall be saw cut with a wet saw such that a polished surface is created. Water from work shall be cleaned from site and not allowed to enter the City's collection system.

Materials and installation shall meet the requirements of **SECTION 406 – BITUMINOUS CONCRETE PAVEMENT** and **SECTION 541 – STRUCTURAL CONCRETE**.

801.03 METHOD OF MEASUREMENT. The quantity of material to be measured for payment will be the number of square feet of the type specified for use in the complete and accepted work, as determined by the limits designated in the plans.

801.04 BASIS OF PAYMENT. The measured quantity of material will be paid for at the Contract Unit Price per square foot for the type specified. Payment shall be full compensation for sawcutting, removing, hauling, and disposing of existing material, furnishing, mixing, hauling, and placing the new material specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
800.10 Replace with Concrete	Square Foot
800.20 Adjust Concrete	Square Foot
800.30 Concrete to Asphalt	Square Foot
800.40 Replace with Asphalt	Square Foot
800.50 Adjust Asphalt	Square Foot
800.60 Replace Concrete Drop Curb	Linear Foot
800.70 Adjust Concrete Drop Curb	Linear Foot

END OF SECTION 800

Section 900BITUMINOUS CONCRETE PAVEMENT, SMALL QUANTITY

1. DESCRIPTION. This work shall consist of constructing one or more courses of bituminous mixture on a prepared foundation in accordance with these specifications and the specific requirements of the type of surface being placed, and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the Plans or established by the Engineer.

The work under this Section shall be performed in accordance with these provisions, the Plans, and the appropriate provisions of Section 406 of the Standard Specifications, except as modified below.

2. REQUIREMENTS FOR SUPERPAVE BITUMINOUS MIXTURES.

- (a) Acceptance Testing. For evaluating mixtures and pavement produced under this special provision, the following acceptance practices replace the acceptance testing listed in Subsection 406.03C and Subsection 406.14(a) with the procedures listed below and the criteria specified in Table 1.

- (1) Sampling. The material will be sampled at the frequency specified by the Engineer, but in no case shall the frequency be less than that specified in Table 1. Each sample or lot will be considered representative of a particular quantity of material outlined in Table 1, or as determined by the Engineer.

- (2) Acceptance Quality Characteristics. For items listed as Acceptance Quality Characteristics (AQC), if the material meets or exceeds the Acceptable Quality Level (AQL), it will be deemed compliant, and paid full price. If any AQC fails to meet the Rejectable Quality Level (RQL), the material will be deemed unacceptable, and shall be rejected unless otherwise directed by the engineer. Test results that fall between the AQL and RQL will be deemed acceptable and subject to negative pay adjustment.

- (3) Pay Factors. When they are included in the Contract, the following pay factors will apply to all accepted material, except as noted below:

- a. Mixture Properties Pay Factor (PF_{MP}). This pay factor will be calculated based on air voids. Box samples will be subject to full Pay Factor determination.
- b. Mat Density Pay Factor (PF_{MD}). This pay factor does not apply to material used for leveling courses, side roads, independent shoulders paved separately, or handwork. The Engineer may elect to waive the pay factor for other material at their discretion. Cores will not be taken within 6 inches of

a longitudinal joint or within 50 feet of a transverse joint, except on bridges. Bridge decks or approaches will not be cored within 10 feet of a bridge joint or transverse joint, and bridges less than or equal to 20 feet in length will not be cored.

(4) Rounding and Reporting of Values. Results from all calculations shall be rounded and reported as specified below:

- a. Report all pay factors to 0.0001 and all pay adjustments to 0.01. For intermediate calculations used to obtain pay factors and pay adjustments, Quality Indices shall be rounded to 0.01, and all other values should retain the maximum available precision.
- b. For rounding, the use of AASHTO Rounding Rule D shall not be permitted. Instead, when rounding, if the first digit to the right of the number to be rounded is greater than or equal to 5, then the number shall be rounded away from zero to the next number with larger magnitude. If the digit to the right of the number to be rounded is less than 5, then the number shall remain the same.

For example, for rounding to the nearest one decimal (0.1):

5.35 rounds to 5.4 -5.35 rounds to -5.4

5.34 rounds to 5.3 -5.34 rounds to -5.3

TABLE 1 – Acceptance Quality Characteristics

Quality Characteristic	Min. Sampling Frequency	Evaluation Method	Type of Criteria	Lower Specification Limit (LSL)	Upper Specification Limit (USL)	AQL	RQL
Air Voids	1 per 500 tons	Single Test Deviation	Acceptance	JMF-1.0%	JMF+1.0%	D = 0	D = -1
Mat Density – All Courses	Minimum 4 per paving course, 1 per 500 tons	PWL	Acceptance	91%	-	PWL = 80	PWL = 50

(5) Evaluation Method.

- a. Single Test Deviation. The value obtained from the tested sample will be compared to the JMF, USL and LSL using the following formulas.

$$D = 1 - \frac{|TR - JMF|}{0.5(USL - LSL)}$$

where:

D = Deviation of the sample from the specification limits. If the calculated value of $D > 0.0$, then D will be set equal to 0.

TR = Sample test result

JMF = Job mix formula

USL = Upper specification limit

LSL = Lower specification limit

- b. Percent Within Limits. Determination performed in accordance with Subsection 406.03C(d).

(6) Pay Factor Determination.

- a. Mixture Properties Pay Factor. Once the Deviation for Air Voids has been determined, the Mixture Properties Pay Factor for acceptable material will be calculated using the formula below.

$$PF_{MP} = 0.1D_{AV}$$

where:

PF_{MP} = Mixture Properties Pay Factor

D_{AV} = Deviation for Air Voids

- b. Mat Density Pay Factor. Once the PWL for Mat density has been determined, the Mat Density Pay Factor for acceptable material will be calculated using the formula below.

For $80\% \leq PWL_{MD} \leq 100\%$

$$PF_{MD} = 0.00150 PWL_{MD} - 0.1200$$

For $80\% \leq PWL_{MD} < 50\%$

$$PF_{MD} = 0.0050 PWL_{MD} - 0.4000$$

where:

PWL_{MD} = Total percent within specification limits for mat density

PF_{MD} = Mat Density Pay Factor

3. METHOD OF MEASUREMENT. The quantity of Special Provision (Bituminous Concrete Pavement, Small Quantity) to be measured for payment will be the number of tons for a lot of mixture (each type) complete in place in the accepted work (Q) as determined from the weigh tickets.

The quantities of all applicable Pay Adjustments calculated for the project will be determined as specified below.

When applicable, the measured quantity of Special Provision (Bituminous Concrete Pavement, Small Quantity) placed (Q) will be multiplied by the Mixture Properties Pay Factor, (PF_{MP}), and the Contract Bid Price (B), to determine a Mixture Pay Adjustment, (PA_{MP}) as follows:

$$PA_M = PF_{MP} \times Q \times B$$

When applicable, the measured quantity of Special Provision (Bituminous Concrete Pavement, Small Quantity) placed (Q) will be multiplied by the Mat Density Factor, (PF_{MD}), and the Contract Bid Price (B), to determine a Mat Density Pay Adjustment, (PA_{MD}) as follows:

$$PA_D = PF_{MD} \times Q \times B$$

4. BASIS OF PAYMENT. The measured quantity of Special Provision (Bituminous Concrete Pavement, Small Quantity) will be paid for at the Contract unit price per ton. Payment shall be full compensation for furnishing, mixing, hauling, and placing the material specified and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

Payment for Pay Adjustments shall be debited against the Contract prices (lump units) bid for the Pay Adjustment items.

The cost of repairing core areas will not be paid for separately but will be considered incidental to Special Provision (Bituminous Concrete Pavement, Small Quantity).

The costs of furnishing testing facilities and supplies at the plant will be considered included in the Contract unit price of Special Provision (Bituminous Concrete Pavement, Small Quantity).

The costs associated with obtaining samples for acceptance testing will be incidental to the cost of Special Provision (Bituminous Concrete Pavement, Small Quantity).

When not specified as items in the Contract, the costs of correcting deficiencies in the existing pavement, cleaning and filling joints and cracks, sweeping and cleaning existing paved surfaces, the emulsified asphalt applied to tack these surfaces, and tacking of manholes, curbing, gutters, and other contact surfaces will not be paid for directly, but will be incidental to Special Provision (Bituminous Concrete Pavement, Small Quantity).

Special Provision (Bituminous Concrete Pavement, Small Quantity) mixture approved by the Engineer for use in correcting deficiencies in the aggregate subbase or base course constructed as part of the Contract will not be paid for as Special Provision (Bituminous Concrete Pavement, Small Quantity), but will be incidental to the Contract item for the specified type of base course.

Special Provision (Bituminous Concrete Pavement, Small Quantity) mixture used to correct deficiencies in an existing pavement or to adjust the grade of a bituminous concrete surface completed under the Contract will be paid for at the Contract unit price for Special Provision (Bituminous Concrete Pavement, Small Quantity).

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.680 Special Provision (Bituminous Concrete Pavement, Small Quantity)	Ton

GRANITE COBBLE PAVERS

1. DESCRIPTION. This work shall consist of furnishing and placing granite pavers and cobbles as shown in the Plans and as directed by the Engineer.

The work under this Section shall be performed in accordance with these provisions, the Plans and Sections 203, 301, 404, 406, 541, 616 of the Standard Specifications.

2. QUALIFICATIONS. The installer shall provide their installation history, including installation of granite pavers and cobbles to the Engineer.

The installer's foreman shall have a minimum of 5 years of experience in the installation of unit paver systems and cobbles of similar size and complexity.

3. MATERIALS. Materials shall meet the following requirements:

- (a) Stone Dust. Stone dust for setting bed and joint filler shall consist of hard, durable, uncoated particles of soil or rock, free from lumps of clay and all deleterious substances. The material shall meet the following gradation requirements:

Sieve Size	% Passing By Weight
1/4 inch (6.30 mm)	100
No. 10 (2.00 mm)	50-85
No. 40 (0.425 mm)	20-45
No. 200 (0.075 mm)	3-10

- (b) Mortar. Mortar shall meet the requirements of Subsection 707.02.
- (c) Polymer Sand. Polymer sand for joint filling shall match the granite color.
- (d) Bituminous Setting Bed Materials.

- (1) Primer for Base: ASTM D 2028, cutback asphalt.
- (2) Fine Aggregate for Setting Bed: ASTM D 1073, No. 2 or No. 3.
- (3) Asphalt Cement: ASTM D 3381, Viscosity Grade AC-10 or AC-20.
- (4) Neoprene-Modified Asphalt Adhesive: Paving manufacturer's standard adhesive consisting of oxidized asphalt combined with 2 percent neoprene and 10 percent long-fibered mineral fibers containing no asbestos.

(e) Bituminous Setting Bed Mix

- a. Mix bituminous setting-bed materials at an asphalt plant in approximate proportion, by weight, of 7 percent asphalt cement to 93 percent fine aggregate, unless otherwise indicated. Heat mixture to 300 deg F (149 deg C).

(f) Granite Pavers and Cobbles.

Granite Pavers shall be hand selected and free from cracks, chips, and other structural imperfections or flaws which would impair their structural integrity or appearance. Granite pavers shall have a thermal finish on all exposed surfaces of the paver. The stone shall be of a rectangular shape, and of uniform size, and uniform color. Granite color to be gray. Representative samples shall be provided to the Engineer for approval prior to delivery to the required locations on the project.

Granite Cobble Pavers shall be free from cracks, chips, and other structural imperfections or flaws which would impair their structural integrity or appearance, and of a smooth but rustic appearance on at least one upward facing side. The stone shall be of a rectangular shape with one good face, and of uniform size, and uniform color. Representative samples shall be provided to the Engineer for approval prior to delivery to the required locations on the project.

(1) Size.

- a. Granite Cobble Pavers: 10" x 7" x 4"
- b. Granite Pavers over Concrete: 12" x 24" x 2"
- c. Dimensional tolerance for length, width, and depth shall be 1/16".

4. SUBMITTALS. Working Drawings shall be submitted in accordance with Section 105. The submittal shall include all details, dimensions, quantities, material specifications including pavers, cobbles, polymer sand, and emulsified asphalt, and samples of finished surface materials to be used in construction including pavers and cobbles.

5. CONSTRUCTION REQUIREMENTS.

- (a) Excavation and Foundation. Excavation shall be made to the required depth and to a width that will permit placing of base and setting beds as shown in the Plans. The wetting of setting bed course material may be necessary to obtain the required 95% compaction.
- (b) Protection of the Pavers. The pavers shall be stacked at the job site on pallets or suitable platforms that do not unnecessarily obstruct pedestrians or motorists and are protected from damage.

(c) Base Preparation.

- (1) Pedestrian Bumpout Application: Granite cobbles shall be placed on stone dust setting bed over the top of a crushed gravel base.
- (2) Landscape Hardscape Application: Granite pavers shall be placed with 2% neoprene modified emulsified asphalt tack coat with a $\frac{3}{4}$ " asphalt leveling course placed over the top of a cast-in-place concrete slab.

(d) Installation. Installation shall be performed in accordance with the Plans and the following requirements:

(1) Examination.

- a. Examine areas indicated to receive paving, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance. Proceed with installation only after unsatisfactory conditions have been corrected

(2) Preparation.

- a. Vacuum clean concrete substrates to remove dirt, dust, debris, and loose particles.
- b. Remove substances, from concrete substrates, that could impair mortar bond, including curing and sealing compounds, form oil, and laitance.
- c. Proof-roll prepared subgrade surface to check for unstable areas and areas requiring additional compaction. Proceed with unit paver installation only after deficient subgrades have been corrected and are ready to receive subbase for unit pavers.

(3) Paver Installation, General.

- a. Initiation of paver placement shall be deemed to represent acceptance of the pavers.
- b. Pavers shall be free of foreign material before installation.
- c. Pavers shall be inspected for color distribution and all chipped, damaged or discolored pavers shall be replaced.
- d. The pavers shall be laid in the pattern(s) as shown on the drawings. String lines or chalk lines on bedding sand should be used to hold all pattern lines true.

- e. Joints between the Granite Paver on average shall be between 1/16 in. and 1/8 in. (2 mm to 4 mm) wide. In order to maintain the desired pattern, joint spacing must be consistent. This spacing must also be provided for the first row abutting the edge restraint.
- f. Note: Installing pavers too tightly may lead to chipping at the edges.
- g. Gaps at the edges of the paved area shall be filled with cut pavers.
- h. Pavers to be placed along the edge shall be cut with a masonry saw only.
- i. Note: The use of infill concrete or discontinuities in patterns will not be permitted except along the outer pavement boundaries, adjacent to drains and manholes.
- j. Upon completion of cutting, the area must be swept clean of all debris to facilitate inspection and to ensure pavers are not damaged during compaction. (Debris or sand particles left on pavers which are being compacted can cause point loading which may chip, scrape or break the paver.)
- k. Dry joint sand shall be swept into the joints until the joints are full. This will require at least two or three passes with the compactor. Do not compact within 3 ft. (1 m) of the unrestrained edges of the paving units.
- l. Excess joint sand shall be swept off when the job is complete.

(e) Bituminous Setting Bed Materials

- (1) Apply primer to concrete slab or binder course immediately before placing setting bed.
- (2) Prepare for setting-bed placement by locating 1-inch- deep control bars set parallel to one another, to serve as guides for striking board. Adjust bars to subgrades required for accurate setting of paving units to finished grades indicated.
- (3) Place bituminous setting bed where indicated, in panels, by spreading bituminous material between control bars. Strike setting bed smooth, firm, even, and not less than 1 inch thick. Add fresh bituminous material to low, porous spots after each pass of striking board. After each panel is completed, advance first control bar to next position in readiness for striking adjacent panels. Carefully fill depressions that remain after removing depth-control bars.
 - a. Roll setting bed with power roller to a nominal depth of 1 inch while still hot. Adjust thickness as necessary to allow accurate setting of unit pavers to finished grades indicated.

- b. Apply neoprene-modified asphalt adhesive to cold setting bed by squeegeeing or troweling. If troweled on, use trowel with serrations not exceeding 1/16 inch (1.6 mm). Proceed with setting of paving units only after adhesive is dry to the touch.
- c. Place pavers carefully by hand in straight courses, maintaining accurate alignment and uniform top surface. Protect newly laid pavers with plywood panels on which workers can stand. Advance protective panels as work progresses, but maintain protection in areas subject to continued movement of materials and equipment to avoid creating depressions or disrupting alignment of pavers. If additional leveling of paving is required, and before treating joints, roll paving with power roller after sufficient heat has built up in the surface from several days of hot weather.
- d. Joint Treatment: Place unit pavers with hand-tight joints. Fill joints with sand by sweeping over paved surface until joints are filled.

(f) Field Quality Control

- (1) Final elevations shall be checked for conformance to the drawings after removal of excess joint sand.
- (2) All surface and pavement structures shall be true to the lines and levels, grades, thickness and cross sections shown on the drawings. All pavements shall be finished to lines and levels to ensure positive drainage at all drainage outlets and channels. In no case shall the cross-fall of any portion of pavement be less than 2 percent. The final surface elevations shall not deviate more than 3/8 in. (10 mm) under a 10 ft. (3 m) long straight edge.
- (3) The surface elevation of pavers shall be 1/8 to 1/4 in. (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.

(g) Jointing.

- (1) Granite Pavers over Concrete. Granite pavers are to be set hand tight with maximum joint spacing of 1/8-inch. The polymer sand mixture shall be spread dry over the installed pavers and then broomed into the joints until they are filled flush to the top of the pavers. Additional polymer sand shall be applied over the pavers and a hand-operated plate compactor shall be briefly run across the surface of the completed paver area to settle the polymer sand into the joints and to set the pavers in the setting bed. Additional polymer sand mix shall then be applied to fill the joints to the top again. The pavers shall then be fogged lightly with water. A final

application of dry polymer sand may be required prior to project acceptance in order to fill joints where the sand has settled. Any remaining cement stains shall be cleaned to the satisfaction of the Engineer.

- (2) Granite Cobble Pavers. Granite cobbles are to be set on a stone dust setting bed with an approximate 1/2 inch to 3/4 inch joint to be swept full with polymer sand mixture. When setting stones the stone dust should be leveled to match bottom of the profile of the stone to be laid. After stone is set it should be tamped with the handle of a sledge hammer or block of wood to vibrate stone into the bed. If stones are low after being tamped, they must be re-picked and stone dust added under the full area of stone; raising and packing edges will not be acceptable. All stones shall set in a full bed of stone dust with no voids. Any stone that rocks from corner to corner shall be picked and leveled to desired grade.
- (h) Tolerances. Loose or uneven pavers with greater than 1/4" differential in elevation to the adjacent pavers, shall be tamped or removed and reset as required to attain a level surface.
- (i) Other conditions.
 - (1) Pavers shall be retained at edges of the pavement, curb and sidewalk.
 - (2) Colors shall be varied and evenly distributed.
- (j) Mock-ups. Before installing unit pavers, build mockups for each form and pattern of unit pavers required to verify selections made under sample Submittals and to demonstrate aesthetic effects and qualities of materials and execution. Build mockups to comply with the following requirements, using materials indicated for the completed Work, including same base construction, special features for expansion joints, and contiguous work as indicated:
 - (1) Build mockups in the location and of the size indicated or, if not indicated, as directed by Resident Engineer.
 - (2) Notify Resident Engineer seven days in advance of dates and times when mockups will be constructed.
 - (3) Demonstrate the proposed range of aesthetic effects and workmanship.
 - (4) Obtain Resident Engineer's approval of mockups before starting unit paver installation.
 - (5) Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work. This area will be used to determine the amount that the pavers settle into bedding sand after compaction, joint sizes, lines, laying pattern, color, and texture of the project. This area shall be maintained as the standard from which the work will be judged.

6. METHOD OF MEASUREMENT. The quantity of Special Provision Granite Cobble Pavers), and Special Provision (Granite Pavers over Concrete) to be measured for payment will be the number of square feet placed in the complete and accepted work.

7. BASIS OF PAYMENT.

The accepted quantity of Special Provision (Granite Cobble Pavers) will be paid for at the contract unit price per square foot. Payment will be full compensation for furnishing, transporting, handling, and placing the material specified, including cobbles, stone dust, and polymer sand; selecting and stockpiling cobbles as necessary and in accordance with the Contract Documents; performing any other required excavation; cleaning the completed surface as required; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

The accepted quantity of Special Provision (Granite Pavers over Concrete) will be paid for at the contract unit price per square foot. Payment will be full compensation for furnishing, transporting, handling, and placing the material specified, including pavers, polymer sand, and neoprene modified emulsified asphalt; selecting and stockpiling pavers as necessary and in accordance with the Contract Documents; performing any other required excavation; cleaning the completed surface as required; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work. Concrete sub-slab and subbase material shall be paid for separately under the respective pay items.

The Contractor will be responsible for replacing, at no additional cost to the State, any pavers that are broken or otherwise damaged by the Contractor's operations.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
900.670 Special Provision (Granite Cobble Pavers)	Square Foot

End of Section 900

CITY OF BURLINGTON PROVISIONS

AUTHORITY TO CLOSE STREETS TO PARKING. Under Section 20-63, City of Burlington Codes and Ordinances, the contractor under this contract may temporarily close streets to parking.

The following general conditions shall be met:

- 1) In locations where parking is unmetered standard "No Parking" paper signs - (furnished by Owner, installed and maintained by the Contractor). In locations where parking is metered the Contractor shall be required to obtain meter bags from DPW at no charge for the bag fee, however the Contractor is responsible for paying any fees for lost or damaged bags/locks. In addition, Contractor will be responsible for all meter bag fees for bags used fifteen (15) days past the completion of work on the street where bags were permitted.
- 2) Signs should be posted a minimum of one week ahead of the start of work for first work on the street, subsequent signage shall meet the conditions required by the Burlington Police Department listed in part e of this Section.
- 3) Posted in conspicuous locations on streets where contract Work is to be performed. One or both sides of the street may be posted if the work warrants such action as determined by the contractor. "No Parking" signs shall be free standing on Contractor furnished stakes. Under no conditions will signs be affixed to utility poles, street signs or mail boxes.
- 4) Signs shall be in place no later than 4:00 PM on the day preceding work to start, including holidays and weekends, and Police, Fire Departments, Green Mountain Transit (GMT), and Chittenden County Regional Planning Organization (CCRPO) traffic alerts shall be notified of the area.
- 5) The Contractor is required to contact Burlington Parking Services by email no later than 6:00 PM on the day preceding work, or of posting with dates and times for the No Parking posting. Failure to notify Parking Services by the time listed will eliminate the feasibility of ticketing and towing violating cars under the City's parking restrictions. Notification shall be sent to Jackie Esperti (jesperti@burlingtonvt.gov) or their designated representative.
- 6) Prohibited parking will remain in effect until said signs are removed by the Contractor. This shall be as soon as work is completed.
- 7) The signs shall state the date on which parking is prohibited, the time at which prohibited parking commences, and a note that says that prohibited parking shall remain in effect until said signs are removed.
- 8) Uniformed Traffic Officers (UTO) will be required at all traffic signals affected by work even if signal and lane operations work in 'flash'.

STREET TREES. The City Arborist will be aware of street tree locations that may be affected by the Work. The City Arborist will be available at the pre-bid conference and in the field as required.

- a) Contractor shall be liable for any damage to affected trees due to construction. Replacement cost of trees requiring removal due to damage sustained through the work covered under this contract will be determined by the value as listed in the City's current tree inventory. The contractor will be responsible for this replacement cost.

- b) Should the Contractor believe that construction will damage any tree regardless of precautions; the Contractor shall not work in that area and shall immediately notify the Resident Engineer in writing.
- c) Reference City of Burlington, Vermont 2023 Engineering Specifications Item 659.05 Exposing of Roots For Street Trees for required methods and payment for exposing of roots for cutting.

RESTORATION OF EXISTING SURFACES. All existing street pavements, driveway aprons, and greenbelt areas disturbed by excavation and/or construction activities of the Contractor shall be restored to their original conditions or better. Street pavements shall be restored to existing asphalt thickness or as designated in the Contract Plans, whichever is greater. Driveway aprons shall be regraded and finished to match the grades of the new curb cut opening and promote proper drainage or surface runoff. Greenbelt areas shall be regraded to match the grades of the curbing using excavation and/or earth borrow as required and a minimum 4-inch layer of topsoil. Top soil shall consist of uniform natural sandy loam, free from lumps, clods, sods, stones larger than 3/4 inch in any dimension, sticks, wood, cinders, concrete or any foreign or undesirable materials. It shall be natural and fertile soils possessing the characteristics of good soil which produce heavy growth of crops, grass or other vegetation and shall be obtained from natural, well-drained areas. It shall be free of sub-soil.

- a) Acidity range from pH 5.0 to pH 6.0 inclusive. Disturbed areas shall be seeded and mulched to provide a vigorous growth of grasses to match the surrounding terrain. This growth of grasses is subject to the three (3) year guarantee period. Seed shall be fresh, clean seed of the latest crop, which meets the standards of the Federal Seed Act including percent pure seed, percent germination and percent weed content listed below. All seed shall be furnished in sealed standard containers of vendor with each container showing vendor name, weight percent of each grass seed, percent pure seed, percent germination, percent weed content, date of seed crop, and date of test. Seed shall be L.D. Oliver Seed Co., "Burlington Public Works Special Mix" with the following analysis, or an approved equal:

30% Shortstop Turf-type Tall Fescue	90%	Germination
20% Jasper Red Fescue	90%	Germination
20% Creeping Red Fescue	85+%	Germination
20% Fiesta II Perennial Rye Grass	90%	Germination
- b) Broadcast seed at 5 lbs./1,000 square feet.
- c) All such work must conform to the "Vermont Standards & Specifications for Erosion Prevention & Sediment Control, 2006", and as amended and all earthen material associated with, or disturbed by, the project shall be retained on the subject property. Bare earthen material shall immediately be stabilized with erosion control netting and with topsoil, seed and mulch to establish vegetative cover.

WORKING HOURS. Working hours for this contract shall be 7am-7pm Monday through Friday, and 7am-5pm on Saturday. Work on Sundays and Holidays must be submitted to the Owner in writing or during a meeting a minimum of 48 hours prior to the date being requested. Work hour limitations include running/warming up of stationary construction equipment outside of the designated or approved work hours that exceed the Noise Ordinance limits for Quiet Hours as set forth in the City Ordinances.

WINTER SHUTDOWN: Contractors shall refer to VTrans Standard Specifications for Construction Section 108.09 & 104.04A for complete seasonal shutdown requirements.

- a) No on-site material or equipment storage will be permitted.
- b) The contractor shall not enter a winter shutdown with a partially completed sidewalk section. If the contractor fails to achieve substantial completion of any work, the following requirements shall apply:
 - i) At minimum, roadway surfaces and paved residential driveways must be paved over with either a base course or temporary asphalt. Under no circumstances shall roadway surfaces be left unpaved throughout a winter shutdown.
 - ii) At minimum, sidewalk surfaces or temporary walkways shall be covered with concrete or temporary pavement. Gravel will not be permitted. All pedestrian access routes shall be five feet wide. Longitudinal slopes, cross slopes, and ramps shall be PROWAG/ADA compliant.
 - iii) All surfaces shall be graded and leveled to adequately drain stormwater and eliminate the potential for ponded water to freeze and create hazards for vehicles and pedestrians.
 - iv) Covers and grates for underground structures shall be flush with surfaces.
 - v) Roadways, sidewalks, and curbs shall be left in a condition suitable for plows and other maintenance operations and vehicles. The contractor will be responsible for surfaces and structures left unsuitable for regular maintenance operations. These responsibilities include but are not limited to plowing, snow removal, salting, sanding, cleaning, grading, leveling, and anything else needed to ensure the safety and functionality of these facilities.
 - vi) The contractor shall avoid leaving pedestrian crossing locations incomplete over the course of a winter shutdown. For example, if sidewalk ramps are installed, the contractor shall ensure that the required signage and markings are installed as well. These situations may require installation of temporary markings.
 - vii) Conflicting or inapplicable signage shall be removed or covered over the course of a shutdown. Adequate markings and signage shall be installed.
 - viii) The City shall not be held responsible for damage to installed materials resulting from unsuitable conditions.
 - ix) Costs associated with meeting these requirements, including but not limited to preparation; labor and materials; installation, maintenance, and removal of materials; inspections; administration; material storage; transportation fees; and all other incurred expenses are the sole responsibility of the contractor.
- c) The following requirements for winter stabilization and maintenance shall apply:
 - i) If turf is not seeded by October 15, the contractor may use winter rye, at no cost to the City, to establish temporary vegetation for a winter shutdown period.
 - ii) Areas which have not been vegetated either permanently or with winter rye will require wood chips or hay mulch, which shall be monitored and maintained throughout the winter season.
 - iii) Silt fence shall be installed and maintained downgrade from areas where vegetation has not been established.
 - iv) Periodic inspections are required at least once per month when the job site is inactive or there is no active earthwork. Inspections shall be performed within 24 hours of a significant (1" or more) rain event, or at the request of the City. Inspections shall be documented in writing and provided to the City and Resident Engineer. Inspection reports

shall include the inspection date, description of site conditions, photographs, and any corrective action required.

- v) The contractor shall refer to and follow the State of Vermont Low Risk Handbook for Erosion Prevention and Sediment Control for additional requirements.
- d) Labor and materials (including installation and removal), storage, administration, and all other costs incurred for a winter shutdown shall be considered incidental to Item 635.11, Mobilization/Demobilization.
- e) The contractor will be required to attend an on-site pre-shutdown construction meeting and inspection prior to a winter shutdown with the resident engineer, and City officials. The contractor will also be required to attend a preconstruction check-in prior to re-mobilizing in the Spring.

HAZARDOUS MATERIALS AND HISTORIC PRESERVATION

1. If at any time during construction the presence of unanticipated hazardous materials at or proximate to a construction site is detected, the construction CONTRACTOR shall cease work in the affected area and perform the following immediately:
 - a. Notify the OWNER verbally and in writing. The OWNER is responsible for notification of the Waste Management Division of the Agency of Natural Resources.

THE HAZARDOUS MATERIALS SPILLS AND EMERGENCY REPORTING PHONE NUMBER IS Toll Free 1-800-641-5005.

- b. Take all action necessary and appropriate for the protection and safety of the public and persons at or about the site, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying OWNERS and users of adjacent sites and utilities.
2. Actions at the construction site following completion of these steps shall be at the direction of the Waste Management Division. Nothing in this Article shall be construed to require the CONSULTANT and/or the CONTRACTOR to perform work for which adequate compensation has not been contracted for other than to insure that basic measures necessary to protect the health and welfare of workers, residents and abutters are immediately adopted.
3. At construction sites where the presence of contaminated or hazardous materials are suspected to exist and provisions have been made in the Contract Documents for their management, the requirements in the Contract Documents will determine the appropriate actions of the CONTRACTOR. In any event, discovery of contaminated soils require the immediate notification of the OWNER. If sites other than the suspected areas previously delineated in the Contract Documents are discovered, Item 1 above shall apply.

HISTORIC PRESERVATION

1. If at any time during construction, the presence of possible human remains are discovered at or proximate to a construction site, the CONTRACTOR shall cease work in the affected area and immediately contact the local medical examiner or law enforcement official in addition to notifying the OWNER or OWNER's representative. The CONTRACTOR shall take all action necessary and appropriate for the protection and safety of the public and the site.

- a. Notify the OWNER verbally and in writing. The OWNER is responsible for notification of the Agency of Natural Resources and FED Construction Project Owner
2. If at any time during construction, the presence of unanticipated historic and archeological resources are detected at or proximate to a construction site, the construction CONTRACTOR shall cease work in the affected area, take all action necessary and appropriate for the protection and safety of the public and the site, and inform the following immediately:
 - a. Notify the OWNER verbally and in writing. The OWNER is responsible for notification of the Agency of Natural Resources.
 - b. Notify the Vermont Division of Historic Preservation at: **(802) 828-3050 landline or (802) 477-2517 cell Or (802) 828-3048 landline or (802) 310-0289 cell**
3. Actions at the construction site following completion of these steps shall be at the direction of the local medical examiner, law enforcement agent or Historic Preservation Division as appropriate. Nothing in this Article shall be construed to require the CONSULTANT and/or the CONTRACTOR to perform work for which adequate compensation has not been contracted for other than to insure that basic measures necessary to protect the safety and welfare of the workers and the site.

APPENDICES

Appendix A: Notice of Award
Appendix B: Notice to Proceed
Appendix C: Performance Bond
Appendix D: Payment Bond
Appendix E: Application for Payment
Appendix F: Change Order
Appendix G: Certificate of Final Completion of Work
Appendix H: Burlington Ordinance Forms
Appendix I: Burlington Ordinance Language
Appendix J: General Special Provision – 1.24.23
Appendix K: Workzone Safety and Mobility
Appendix L: Prequalification of Contractors Application – City of Burlington

NOTICE OF AWARD

TO: _____

Project Description: _____

The Owner has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders. You are hereby notified that your Bid has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of the Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within then (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the Notice of Award to the Owner.

Dated this _____ day of _____, 20_____.

Owner _____ City of Burlington _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____

this _____ day of _____, 20_____.

OWNER _____

BY _____

TITLE _____

NOTICE TO PROCEED

TO: _____ Date _____
(CONTRACTOR)

ADDRESS: _____

Contract: _____

Project: _____

OWNER'S CONTRACT NO. _____

You are notified that the Contract Times under the above contract will commence to run on _____ . By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of Final Completion is _____ and the date of readiness for final payment is _____ .

In addition, before you may start any Work at the Site, you must _____ .

By: City of Burlington _____
(OWNER) (AUTHORIZED SIGNATURE)

(TITLE)

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

Contractor: _____ Date: _____

Name/Title: _____

Signature: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Burlington
(Name of Owner)

645 Pine Street, Suite A; Burlington, VT 05401
(Address of Owner)

hereinafter called Owner, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well and truly
to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

The condition of this obligation is such that whereas, the Principal entered into a certain contract
with the Owner, dated the _____ day of _____, 20____, a
copy of which is hereto attached and made a part hereof for the construction of:

Now, therefore, if the principal shall well, truly and faithfully perform its duties, all the
undertakings, covenants, terms, conditions and agreements of said contract during the original
term thereof, and any extensions thereof which may be granted by the Owner, with or without
notice to the Surety and during the one year guaranty period, and if they shall satisfy all claims
and demands incurred under such contract, and shall fully indemnify and save harmless the Owner
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse
and repay the Owner all outlay and expense which the Owner may incur in making good any
default, then this obligation shall be void; otherwise to remain in full force and effect.

Provided, further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts
(No.)

each one of which shall be deemed an original, this the

_____ day of _____, 20_____.

ATTEST:

[Principal]

[Principal Secretary]

(SEAL)

By: _____(s)

Witness as to Principal Address: _____

Address

Surety

ATTEST:

Witness as to Surety

By: _____
Attorney-in-Fact

Address

Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the Project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

City of Burlington
(Name of Owner)

645 Pine Street, Suite A; Burlington, VT 05401
(Address of Owner)

Hereinafter called Owner, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well and truly
to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
present

The Condition of this obligation is such that whereas, the Principal entered into a certain contract
with the Owner, dated the ____ day of _____, 20____, a copy of which
is hereto attached and made a part hereof for the construction of:

Now, Therefore, if the Principal shall promptly make payment to all persons, firms,
Subcontractors, and corporations furnishing materials for or performing labor in the prosecution
of the Work provided for in such contract, and any authorized extension or modification thereof,
including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on
machinery, equipment and tools, consumed or used in connection with the construction of such
Work and all insurance premiums on said Work, and for all labor performed in such Work whether
by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in force and
effect.

Provided, Further, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any wise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications.

Provided, Further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In Witness Whereof, this instrument is executed in _____ counterparts,
(No.)

each one of which shall be deemed an original, this the ____ day of _____, 20____.

ATTEST:

Principal

(Principal Secretary)

(SEAL)

By: _____(s)

Witness as to Principal

Address: _____

Address

Surety

ATTEST:

Witness as to Surety

By: _____
Attorney-in-Fact

Address

Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bond must appear on the Treasury Department's most current list (Circular 570) as amended and be authorized to transact business in the State where the Project is located.

END OF SECTION

APPLICATION FOR PAYMENT

To: _____ (OWNER)

From: _____ (CONTRACTOR)

Contract: _____

Project: _____

OWNER's Contract No. _____

For WORK accomplished through the date of: _____ Invoice No. _____

1.	Original Contract Price:	\$ _____
2.	Net change by Change Orders and Written Amendments (+ or -)	\$ _____
3.	Current Contract Price (1 plus 2):	\$ _____
4.	Total completed and stored to date:	\$ _____
5.	Less previous Applications for Payment:	\$ _____
6.	DUE THIS APPLICATION (4 MINUS 5):	\$ _____

Accompanying Documentation: 1. Schedule of values and percent complete.

2. _____

CHANGE ORDER

CHANGE ORDER NO. _____

Date: _____

Project No.: _____

Project Title: _____

Contract No: _____

Agreement Date: _____

Contract Title: _____

Original Price: _____

Owner: _____

Contractor: _____

The following changes are hereby made to the Contract Documents:

Description:

Justifications:

Change to Contract Price: \$ _____

Original Contract Price: \$ _____

Current Contract Price adjusted by previous Change Order: \$ _____

The Contract Price due to this Change Order
will be (increased) (decreased) by: \$ _____

New Adjusted Contract Price: \$ _____

Change to Contract Time:

The Contract Time will be (increased) (decreased) by _____ Calendar days

The date for completion of all work will be _____ (Date)

The attached Contractor's Revised Project Schedule reflects increases or decreases in the Contract Time as authorized by this Change Order. Stipulated price and time adjustment includes all costs and time associated with the above described change. Contractor waives all rights for additional compensation or time extension for said change. Contractor and Owner agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

REQUESTED BY: _____

SIGNATURES/APPROVALS

Recommended By: _____ (Project Manager)

Accepted By: _____ (Contractor)

Ordered By: _____ (Owner)

Appendix G

CERTIFICATE OF FINAL COMPLETION OF WORK

Contract No.: _____ Agreement Date: _____

Contract Description: _____

Completion Date Per Agreement and Change Orders:

FINAL CERTIFICATION OF CONTRACTOR

I hereby certify that the Work as identified in the Final Estimate of Payment for construction Contract Work dated _____, represents full compensation for the actual value of Work completed. All Work completed conforms to the terms of the Agreement and authorized changes.

_____	Contractor _____
Date	Signature _____
	Title _____

FINAL ACCEPTANCE OF OWNER

I, as representative of the Owner, accept the above Final Certifications and authorize Final Payment in the amount of \$ _____ and direct the Contractor's attention to the General Condition #20. The guaranty for all Work completed subsequent to the date of Substantial Completion, expires one (1) year from the date of this Final Acceptance.

_____	_____
Owner	Authorized Representative

Date	

Appendix H

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, _____, on behalf of _____ ("the Contractor") in connection with a contract for _____ services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

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

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

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

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

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

Date _____ By: _____
Contractor

Subscribed and sworn to before me:

Date _____
Notary

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

I, _____, on behalf of _____
(Contractor) and in connection with the _____ [project].

hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

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

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

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

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

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

By: _____ Duly Authorized
Agent

ARTICLE VI. LIVABLE WAGES

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 organization, business, or individual hired or retained by the city that is independent of the city contractors 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; Ord. of 6-28-21(2))

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 thirteen dollars and ninety-four cents (\$13.94) 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 fifteen dollars and eighty-three cents (\$15.83) 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 one or more designated accountability monitors that shall have the authority:

- (1) To inform and educate covered employers and their employees about all applicable provisions of this article and other applicable laws, codes, and regulations;
- (2) To work with the chief administrative officer to create a system to receive complaints under this article;
- (3) To visit work sites of city contractors (and their subcontractors) or communicate directly with contractors' employees to check for compliance with this article;
- (4) To assist the chief administrative officer to conduct periodic audits of payroll and leave records of covered employees; and
- (5) To refer credible complaints to the city attorney's office for potential enforcement action under this article and assist in enforcement actions.

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; Ord. of 6-28-21(2))

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)

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.

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.

Appendix J: General Special Provision – Most Recent Date

[https://outside.vermont.gov/agency/VTRANS/external/docs/construction/02ConstrServ/PreContract/2018SpecBook/2023-01-24%20-%202018 General Special Provisions.pdf](https://outside.vermont.gov/agency/VTRANS/external/docs/construction/02ConstrServ/PreContract/2018SpecBook/2023-01-24%20-%202018%20General%20Special%20Provisions.pdf)

Appendix K: Workzone Safety and Mobility

<https://vtrans.vermont.gov/sites/aot/files/highway/documents/workzone/Work%20Zone%20Safety%20and%20Mobility%20Policy%20and%20Guidance.pdf>

Appendix L: Prequalification of Contractors Application – City of Burlington

City of Burlington



Pre-Qualification of Construction Contractors Application

Date Received: _____

Date Checked: _____

Available for Electronic Mailing

Pre-Qualification of Construction Contractors Application

This is an application for pre-qualification of construction contractors for the City of Burlington under Chapter 21 of the Code of Ordinances. The purpose of the application is to solicit information necessary to determine whether a contractor applying for work on a government-funded project is a responsible contractor.

1. Policy

It is the policy of the City of Burlington to let contracts for city construction projects only to contractors and subcontractors that demonstrate that they are responsible contractors.

2. Responsible Contractor

Responsible contractors are those contractors and subcontractors who have demonstrated to the City that they are financially responsible, have experience suggesting that they have the ability to perform government projects responsibly, have demonstrated that they are responsible employers, and have demonstrated that they have fair subcontractor relations, or that they perform all work with their own forces.

3. Minimum Contract Amount

This pre-qualification requirement applies to any construction contract by a department, board or council of the City, or those construction projects financed by tax exempt bonds issued by the Burlington Community Development Corporation, in which the total project cost is \$100,000 or more.

4. Contracting Authority

This application is to be delivered to the contracting authority under the schedule determined by that authority as part of the bidding process. The contracting authority is the department, board or council, agency, or entity that is sponsoring the contract on behalf of a government funded project.

5. Proprietary Information

All information submitted by contractors and subcontractors in connection with a pre-qualification application shall be considered proprietary information. The City shall not release the information except as may be required by the Access to Public Records Law, or by court order.

6. Subcontract Work

The pre-qualification requirement does not apply to subcontractors where the total value of the work to be performed is less than \$7,500.

Instructions for Filing the Questionnaire, Financial Statement and Other General Information For Contractors

1. Preparation of Statement:

One copy of the questionnaire is required by the City. It must be completely executed and properly sworn to before a Notary Public. Financial Statements which are compiled, reviewed, or fully-audited must be prepared and certified by an Independent Certified Public Accountant (CPA). A Certified Public Accountant is considered on who, in Vermont, is registered by the State of Vermont Board of Public Accountancy as a CPA. For other states, the City will consider a CPA whose registration qualifications in their state equal those established in Vermont. If the Contractor has not been approved to be prequalified as of the date of the bid opening, this questionnaire must be submitted before the date of opening bids, or with the Contractor's Bid, in order to ensure consideration for pre-qualification for a particular bid opening.

2. Notification of Action Taken:

The City will send in writing to the applicant a notification of its decision. Questionnaires will be considered in the order received and acted upon at all times as promptly as circumstances permit. Contractors duly pre-qualified will be appraised in writing of both the amount and type of work on which they will be eligible to bid.

3. Duration of Pre-Qualification:

The duration of any pre-qualification will not exceed one (1) year and will expire annually three (3) months subsequent to the closing date of the contractors fiscal year, as evidenced in their financial statement.

4. Revision of Pre-Qualification Rating:

Requests for revision of pre-qualification rating will be considered at any time provided credentials showing increased assets, equipment or ability to perform work are submitted. These must be submitted prior to a bid opening to receive consideration for that bid opening. Contractors shall also report any substantial increase in liabilities that occurs during the pre-qualification period.

5. Request for Plans, Specifications and Proposal Form:

Contractors having been duly pre-qualified will receive notices from time to time inviting submission of proposals for the contracts to be let on specified dates. A Contractor desiring to receive plans, proposal and specifications for any contract may obtain them upon written request only, utilizing the special form entitled A Standard Form B Request for Proposal and/or Plans. This form is furnished to all pre-qualified contractors by the City and this form must show the status of all work under contract or otherwise executed by the Contractor, both inside and outside the State of Vermont, as of the date of request.

**PRE-QUALIFICATION OF
CONSTRUCTION CONTRACTORS
APPLICATION**

Submitted by _____

Corporation ☐ Partnership ☐ Individual ☐ Other ☐

Mailing Address _____

Location Address _____

Telephone Number _____ Federal ID Number _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

Notary:

Authorized Signature

Name and Title of Authorized Agent

Date

Experience Questionnaire

How many years has your organization been in business as a general contractor under your present business name? _____ Under other names? (List)

How many years experience in construction work has your organization had, (a) As a general Contractor, (b) As a Sub-Contractor: _____

Has your organization, or any officer, partner, director or principal individual thereof ever admitted to or been convicted of any criminal violation, including but not limited to discrimination, anti-trust or labor violations, other than traffic offences; or been convicted of or is currently being sued for any civil antitrust violation or other civil suit involving fraud; or been debarred from performing work on any contract?

If so, give full details, including the name of any individual involved and the court and docket number of any civil or criminal actions:

Date of reinstatement _____

2. Is your organization currently debarred from performing work on any contract? YES / NO

If yes, by whom? _____

Date of reinstatement: _____

3. Has your organization ever been denied pre-qualification by the City of Burlington?

If so, by whom and for what reason? _____

4. Have you ever failed to complete any work awarded to you? YES / NO

If so, where and why? _____

5. Has any officer, director or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? YES / NO

If so, state the name of individual, other organization and reason therefore:

6. Has any officer, director or partner of your organization ever failed to complete a construction contract handled in his own name? YES / NO
- _____
- _____
- If so, state name of individual, name of owner and reason therefore: YES / NO
- _____
- _____
7. Has the organization been cited in the past three (3) years for violations of OSHA? YES / NO
- If so, please explain:
- _____
- _____
8. Has the organization currently any outstanding legal action against it by a subcontractor on a current or former job? YES / NO
- If so, please explain:
- _____
- _____
9. List all parents, subsidiaries, affiliates or divisions of your firm, and any related parties included in disclosures in your most recent financial statements or the notes thereto:
- _____
- _____
10. List any of your officers, shareholders or directors that are affiliated with any other contractor and/or supplier:
- _____
- _____
11. Identify all persons having final bidding authority and/or the Chief Estimator:
- _____
- _____
12. Give names and complete addresses of three (3) major material suppliers and/or subcontractors with whom your firm has done business in the past 3 years:
- _____
- _____
- _____
13. List the names and addresses of the following:

Bank:

Amount of Letter of Credit:

Bonding Co. and limit (Please specify per project and aggregate limits):

Bonding Agent:

Liability Insurance:

Name of Carrier:

Limits of Liability:

Worker's Compensation:

Name of Carrier:

14. Does the organization have a company safety program, such as, YES / NO
a currently approved VOSHA plan in place?

If so, briefly describe:

15. List the average wages and benefits paid by the organization over the past year for the skills, trades and job classifications intended to be employed for the contract (s) under consideration in this pre-qualification:

<u>Job Title</u>	<u>Hourly wages</u>	<u>Health Insurance</u>
<u>CARPENTER</u>		
<u>ELECTRICIAN</u>		
<u>PAINTERS</u>		
<u>PIPEFITTERS</u>		
<u>PLUMBERS</u>		
<u>ROOFERS</u>		
<u>POWER EQUIPMENT OPERATORS</u>		
<u>TRUCK DRIVERS</u>		
<u>LABORERS</u>		
<u>OTHERS</u>		

16. List specific projects which your organization has completed in the last five years (Attach additional sheet if required):

<u>Contract Amount</u>	<u>Type of Work</u>	<u>% of Subcontract</u>	<u>When Completed</u>	<u>Location</u>	<u>Name, Address and Telephone of Owner</u>

17. List all field supervisory personnel and indicate their construction experience:

<u>Name</u>	<u>Present Position or Office</u>	<u>No. of Years With this Firm</u>	<u>Construction Experience</u>	<u>Magnitude and Type of Work</u>	<u>In what Capacity</u>

18. Is your firm pre-qualified by the State of Vermont?

YES / NO

If so, please state rating and type of work qualified to perform:

RATING

TYPE OF WORK

Experience and Work Preference

In the following tabulation indicate the various types of work in which you are experienced and for which you desire to be qualified:

Bridge Construction	_____	Bridge Rehabilitation	_____
Railroad Signals	_____	Roads Culverts	_____
Building Construction	_____	Building Demolition	_____
Surface Rehabilitation	_____	Maintenance	_____
Tank Removal/Replacement	_____	Foundation	_____
Guard Rail, Fencing & Signs	_____	Hazardous Material Removal	_____
Construction &	_____	Landscaping	_____
Rehabilitation	_____	Pavement Markings	_____
Traffic Signals & Lighting	_____	Water & Sewer	_____
Road Construction	_____	Other (as specified)	_____

19. Financial Capability.

The City reserves the right to request additional information if necessary to establish financial capability.

Appendix M: Contract Plans

Attachment B:
Contractor's Response to Invitation for Bids dated August 9, 2023

BID PROPOSAL FORM**East Avenue Traffic Calming**

Proposal of S.D. Ireland Brothers Corporation (hereinafter called Bidder), organized and existing under the laws of the State of Vermont doing business as a corporation
(a corporation, a partnership, of an individual)

To the City of Burlington, Vermont (hereinafter called Owner)

The Bidder represents that this bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. The bidder has not directly or indirectly induced or solicited any other bidder to submit a false bid. Bidder has not solicited or induced any person, firm or corporation to refrain from bidding and the bidder has not sought by collusion to obtain for himself any advantage over any other bidder or Owner.

It is essential that all forms that require signature as part of the final Bid Submission be filled out and signed or the Bid itself will be invalid:

- ☒ Burlington's Livable Wages Ordinance Form – Appendix H
- ☒ Burlington's Union Deterrence Ordinance Form – Appendix H
- ☒ Burlington's Outsourcing Ordinance Form – Appendix H
- ☐ City of Burlington Contractor Prequalification – Appendix L

The undersigned bidder proposed and agrees, if this bid is accepted, to enter into an agreement with Owner to furnish all materials and to complete all work as specified or indicated in the Contract Documents for the contract price and within the contract time indicated in this bid and in accordance with the Contract Documents.

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is June 30, 2024.

Bidder acknowledges receipt of the following Addenda:

Addendum 1, Dated 8/3/23

Bidder agrees to perform all the Work described in the Contract Documents for the following schedule of prices. Unqualified bids will not be accepted.

The Total Base Bid is the basis for contract award. All unit prices for the same item description shall be the same unit cost, no matter whether the quantities are in the Base Bid or Add Alternates. The City shall determine whether to include the Add Alternates in the contract based on final bid results and local funding limits.

BASE BID – BASIS OF CONTRACT AWARD

ITEM NUMBER AND DESCRIPTION	UNITS	BID QTY	UNIT PRICE	TOTAL PRICE
201.10 CLEARING AND GRUBBING, INCLUDING INDIVIDUAL TREES AND STUMPS	LS	1	\$10,000.00	\$10,000.00
UNIT PRICE IN WORDS: Ten Thousand Dollars and Zero Cents				
203.15 COMMON EXCAVATION	CY	115	\$50.00	\$5,750.00
UNIT PRICE IN WORDS: Fifty Dollars and Zero Cents				
204.20 TRENCH EXCAVATION OF EARTH	CY	20	\$200.00	\$4,000.00
UNIT PRICE IN WORDS: Two Hundred Dollars and Zero Cents				
204.22 TRENCH EXCAVATION OF EARTH, EXPLORATORY (N.A.B.I.)	CY	1	\$75	\$75
UNIT PRICE IN WORDS: Seventy-five dollars				
204.30 GRANULAR BACKFILL FOR STRUCTURES	CY	14	\$200.00	\$2,800.00
UNIT PRICE IN WORDS: Two Hundred Dollars and Zero Cents				
210.10 COARSE-MILLING, BITUMINOUS PAVEMENT	SY	350	\$25.00	\$8,750.00
UNIT PRICE IN WORDS: Twenty Five Dollars and Zero Cents				
301.26 SUBBASE OF CRUSHED GRAVEL, FINE GRADED	CY	120	\$75.00	\$9,000.00
UNIT PRICE IN WORDS: Seventy Five Dollars and Zero Cents				
404.65 EMULSIFIED ASPHALT	CWT	4	\$150.00	\$600.00
UNIT PRICE IN WORDS: One Hundred Fifty Dollars and Zero Cents				
406.50 PRICE ADJUSTMENT, ASPHALT CEMENT (N.A.B.I.)	LS	1	\$1	\$1
UNIT PRICE IN WORDS: One dollar				
601.2615 18" CPEP(SL) (10")	LF	35	\$150.00	\$5,250.00
UNIT PRICE IN WORDS: One Hundred Fifty Dollars and Zero Cents				
604.18 PRECAST REINFORCED CONCRETE DROP INLET WITH CAST IRON GRATE	EA	2	\$8,000.00	\$16,000.00
UNIT PRICE IN WORDS: Eight Thousand Dollars and Zero Cents				
616.28 CAST-IN-PLACE CONCRETE CURB, TYPE B	LF	610	\$75.00	\$45,750.00
UNIT PRICE IN WORDS: Seventy Five Dollars and Zero Cents				
616.41 REMOVAL OF EXISTING CURB	LF	220	\$15.00	\$3,300.00
UNIT PRICE IN WORDS: Fifteen Dollars and Zero Cents				
618.10 PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SY	30	\$250.00	\$7,500.00
UNIT PRICE IN WORDS: Two Hundred Fifty Dollars and Zero Cents				
618.30 DETECTABLE WARNING SURFACE	SF	60	\$100.00	\$6,000.00
UNIT PRICE IN WORDS: One Hundred Dollars and Zero Cents				

622.10 INSULATION BOARD	MFBM	0.05	\$3,000.00	\$150.00
UNIT PRICE IN WORDS: Three Thousand Dollars and Zero Cents				
630.15 FLAGGERS	HR	400	\$60.00	\$24,000.00
UNIT PRICE IN WORDS: Sixty Dollars and Zero Cents				
631.16 TESTING EQUIPMENT, CONCRETE	LS	1	\$500.00	\$500.00
UNIT PRICE IN WORDS: Five Hundred Dollars and Zero Cents				
631.17 TESTING EQUIPMENT, BITUMINOUS	LS	1	\$500.00	\$500.00
UNIT PRICE IN WORDS: Five Hundred Dollars and Zero Cents				
635.11 MOBILIZATION/DEMobilIZATION	LS	1	\$50,000.00	\$50,000.00
UNIT PRICE IN WORDS: Fifty Thousand Dollars and Zero Cents				
641.11 TRAFFIC CONTROL, ALL-INCLUSIVE	LS	1	\$25,000.00	\$25,000.00
UNIT PRICE IN WORDS: Twenty Five Thousand Dollars and Zero Cents				
646.201 4 INCH WHITE LINE, WATERBORNE PAINT	LF	3150	\$1.00	\$3,150.00
UNIT PRICE IN WORDS: One Dollar and Zero Cents				
646.2111 4 INCH YELLOW LINE, WATERBORNE PAINT	LF	3250	\$1.00	\$3,250.00
UNIT PRICE IN WORDS: One Dollar and Zero Cents				
646.261 24 INCH STOP BAR, WATERBORNE PAINT	LF	30	\$10.00	\$300.00
UNIT PRICE IN WORDS: Ten Dollars and Zero Cents				
646.301 LETTER OR SYMBOL, WATERBORNE PAINT	EA	8	\$75.00	\$600.00
UNIT PRICE IN WORDS: Seventy Five Dollars and Zero Cents				
646.311 CROSSWALK MARKING, WATERBORNE PAINT	LF	36	\$15.00	\$540.00
UNIT PRICE IN WORDS: Fifteen Dollars and Zero Cents				
646.85 REMOVAL OF EXISTING PAVEMENT MARKINGS	SF	415	\$5.00	\$2,075.00
UNIT PRICE IN WORDS: Five Dollars and Zero Cents				
675.20 TRAFFIC SIGN, TYPE A	SF	140	\$30.00	\$4,200.00
UNIT PRICE IN WORDS: Thirty Dollars and Zero Cents				
675.341 SQUARE TUBE SIGN POST AND ANCHOR	LF	230	\$30.00	\$6,900.00
UNIT PRICE IN WORDS: Thirty Dollars and Zero Cents				
675.50 REMOVING SIGNS	EA	10	\$150.00	\$1,500.00
UNIT PRICE IN WORDS: One Hundred Fifty Dollars and Zero Cents				
675.60 RESETTING SIGNS	EA	15	\$250.00	\$3,750.00
UNIT PRICE IN WORDS: Two Hundred Fifty Dollars and Zero Cents				
900.670 SPECIAL PROVISION (GRANITE COBBLE PAVERS)	SF	520	\$80.00	\$41,600.00
UNIT PRICE IN WORDS: Eighty Dollars and Zero Cents				
900.680 SPECIAL PROVISION (BITUMINOUS CONCRETE PAVEMENT, SMALL QUANTITY)	TON	150	\$450.00	\$67,500.00
UNIT PRICE IN WORDS: Four Hundred Fifty Dollars and Zero Cents				

Total Base Bid \$ 360,291.00

Total Base Bid Words (Basis of Contract Award) Three Hundred Sixty Thousand Two Hundred
Ninety One Dollars and Zero Cents

LS = lump sum
EA = each
SY = square yard
SF = square feet
CWT = hundredweight
GAL = gallon
HR = hour

LU = lump unit
CY = cubic yard
LF = linear foot
TON = ton
MGAL = thousand gallons
LB = pound
MFBM = thousand feet, board measure

The lowest responsive and responsible bidder will be determined by the Total Base Bid. The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for on the drawings and specifications.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

S.D. Ireland Brothers Corporation

Contractor

Randy Laframboise

By

Vice President

Title

193 Industrial Avenue

Business Address

Williston, VT 05495

City

State

August 9, 2023

Date

ATTEST

Attachment C:
Burlington Standard Contract Conditions For Contractors

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

1. **REGISTRATION:** The Contractor agrees to be registered with the Vermont Secretary of State's office as a business entity doing business in the State of Vermont at all times this contract is effective. This registration must be complete prior to contract execution.
2. **INSURANCE:** 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 subcontractors 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, subcontractors, 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' 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 subcontractors carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

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

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

D. Umbrella Liability:

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

\$1,000,000 General Aggregate Limit

3. **CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its subcontractors, if any.
4. **PERSONNEL REQUIREMENTS AND CONDITIONS:** A Contractor shall employ only qualified personnel with responsible authority to supervise the work. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

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

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

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

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

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

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

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

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

9. PROTECTION OF PROPERTY:

- A. In General: Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.
- B. Underpinning and Shoring: Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.
- C. Damage to Utilities: Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the city department, utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

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

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

12. APPEARANCES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Changes for Work, quantities, and/or conditions will include any respective time adjustment, if justified. Time adjustments will require an updated Project Schedule with the Change Order.

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

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

The City may suspend the work or any portion thereof for a period of not more than ninety (90) days at its discretion or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension.

19. PUBLIC HEALTH EMERGENCY:

- A. Compliance with Mandates and Guidance:** The Contractor is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.
- B. Creation of Public Health Emergency Plan:** For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City. The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.
- a. **Public Health Emergency Plan:** The Public Health Emergency Plan will contain:
 - i. Measures to manage risk and mitigate potential impacts to the health and safety of the public, the City and Contractor's workers;
 - ii. Explicit reference to any health and safety performance standards and mandates provided by the City, the State of Vermont, the Federal government, or other relevant governmental entities;
 - iii. A schedule for possible updates to the plan as standards and mandates change; and
 - iv. Means to adjust the schedule and sequence of work should the emergency change in nature or duration.
 - b. **Review and Acceptance of Plan:**

- i. Contractor must provide the plan to the City by the Effective Date of this Contract or by one (1) week prior to the commencement of on-site activities, whichever is later.
- ii. The City shall have sole discretion to require changes to the plan.
- iii. The City may revisit the plan at any time to verify compliance with obligations that arise under a state of emergency.

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

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

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

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

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

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

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

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

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

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

22. FAILURE TO COMPLY WITH TIME SCHEDULE: If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.

23. RETURN OF MATERIALS: Contractor agrees that at the expiration or termination of this Contract, it shall return to City all materials provided to it during its engagement on behalf of

City.

- 24. ACCEPTANCE OF FINAL PAYMENT; RELEASE:** Contractor's acceptance of the final payment shall be a release in full of all claims against the City or its agents arising out of or by reason of the Work. Any payment, however, final or otherwise, shall not release the Contractor or its sureties from any obligations under the Contract Documents or any performance or payment bond.
- 25. OWNERSHIP OF THE WORK:** The Contractor agrees that the ownership of all studies, data sheets, survey notes, subsoil information, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, EDM and other material prepared or collected by the Contractor, hereafter referred to as "instruments of professional service", shall become the property of the City as they are prepared and/or developed in the course of the Contract. The Contractor agrees to allow the City access to all "instruments of professional service" at any time. The Contractor shall not copyright any material originating under the Contract without prior written approval of the City. No publications or publicity of the work, in part or in total, shall be made without the express written agreement of the City, except that Contractor may in general terms use previously developed instruments of professional service to describe its abilities for a project in promotional materials.
- 26. PROPRIETARY RIGHTS:** The Parties under the Contract hereby mutually agree that, if patentable discoveries or inventions should result from work performed by the Contractor under the Contract, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. The Contractor, however, agrees to and does hereby grant to the City an irrevocable, nonexclusive, non-transferable, and royalty-free license to the manufacture, use, and disposition of any discovery or invention that may be developed as a part of the Work under the Contract.
- 27. PUBLIC RECORDS:** The Contractor understands that any and all records related to and acquired by the City, whether electronic, paper, or otherwise recorded, are subject to the Vermont Public Records Act and that the determination of how those records must be handled is solely within the purview of City. The Contractor shall identify all records that it considers to be trade secrets as that term is defined by subsection 317(c)(9) of the Vermont Public Records Act and shall also identify all other records it considers to be exempt under the Act. It is not sufficient to merely state generally that the record is proprietary or a trade secret or is otherwise exempt. Particular records, pages or section which are believed to be exempt must be specifically identified as such and must be separated from other records with a convincing explanation and rationale sufficient to justify each exemption from release consistent with Section 317 of Title 1 of the Vermont Statutes Annotated.
- 28. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, electronic data media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3)

year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and any time within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, subcontractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.

29. WARRANTY: In addition to any warranty provided by the manufacturer or distributor, Contractor guarantees the Work performed, and all materials or equipment furnished, to be free from defects in material and workmanship for a minimum period of one (1) year from the date of the City's acceptance of completion. The Contractor's warranty is not intended and shall not be interpreted as a limitation upon the City's rights or a waiver of manufacturer and distributor warranties, any subcontractor warranties, or any other warranties provided in connection with the Work.

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

This warranty of material and workmanship applies only:

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

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

If the Contractor is unable, after receipt of two (2) written notices given to Contractor by the City, to successfully repair or replace the labor, equipment, or materials within six (6) months

of the second notice, then the District's repair and replace warranty shall be deemed to have failed and the City's rights and remedies shall not be limited by the provisions of this section.

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

31. SETTLEMENTS OF MISUNDERSTANDINGS: To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the City Engineer shall act as referee on all questions arising under the terms of the Contract and that the decision of the City Engineer in such cases shall be binding upon both Parties.

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

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

B. Termination for Cause:

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

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

- ii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iii. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- iv. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

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

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

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

38. INDEMNIFICATION:

- A. Indemnification by Contractor: Except for the gross negligence or willful misconduct by 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 consultants), 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 subcontractors 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 subcontractor is approved, Contractor shall be responsible and liable for all acts or omissions of that subcontractor for any Work performed. If any subcontractor is approved, Contractor shall be responsible to ensure that the subcontractor is paid as agreed and that no lien is placed on any City property.

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

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

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

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

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

45. RELATIONSHIP: The Contractor is an independent contractor and shall act in an independent capacity and not as officers or employees of the City. To that end, the Contractor shall determine the method, details, and means of performing the work, but will comply with all legal requirements in doing so. The Contractor shall provide its own tools, materials, or

equipment. The Parties agree that neither the Contractor nor its principal(s) or employees are entitled to any employee benefits from the City. Contractor understands and agrees that it and its principal(s) or employees have no right to claim any benefits under the Burlington Employee Retirement System, the City's worker's compensation benefits, health insurance, dental insurance, life insurance, or any other employee benefit plan offered by the City. The Contractor agrees to execute any certifications or other documents and provide any certificates of insurance required by the City and understands that this Contract is conditioned on its doing so, if requested.

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

- 46. CHOICE OF LAW:** Vermont law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. 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 or the Contract Documents shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.
- 50. ENTIRE CONTRACT & AGREEMENT:** This Contract, including the Contract Documents, constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.
- 51. APPENDICES:** The City may attach, to these specifications, appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.

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

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

Attachment D:
Burlington Livable Wage Ordinance Certification

Appendix H

Certification of Compliance with the City of Burlington's Livable Wage Ordinance

I, Randy Laframboise, on behalf of J.P. Ireland ("the Contractor") in connection with a contract for itinerary services that we provide to the City, hereby certify under oath that the Contractor (and any subcontractors under this contract) is and will remain in compliance with the City of Burlington's Livable Wage Ordinance, B.C.O. 21-80 et seq., and that

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

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

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

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

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

Date August 9, 2023

By: Randy Laframboise
Contractor

Subscribed and sworn to before me:

Date August 9, 2023

[Signature]
Notary exp. 11/31/25 157.0009953

Attachment E:
Burlington Outsourcing Ordinance Certification

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

I, RANDY LACROIX, on behalf of J.D. KELAND BROTHERS CORP

(Contractor) and in connection with the

EAST AVENUE TRAFFIC CALMING PROJECT [project].

hereby certify under oath that (1) Contractor shall comply with the City of Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 - 21-93); (2) as a condition of entering into this contract or grant, Contractor confirms that the services provided under the above-referenced contract will be performed in the United States or Canada.

Dated at WILKISTON, Vermont this 9th day of AUGUST, 2023.

By: [Signature]

Duly Authorized Agent

Subscribed and sworn to before me:

[Signature]
Notary

exp 1/31/25
157.0009953

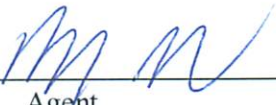


Attachment F:
Burlington Union Deterrence Ordinance Certification

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

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

Dated at WILKSTON, Vermont this 9th day of AUGUST, 2023.

By:  Duly Authorized
Agent

**Attachment G:
Contractor's Certificate of Insurance**



SDIRELA-01

BMILLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2023

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

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

PRODUCER Hickok & Boardman Insurance Group 346 Shelburne Rd Burlington, VT 05401	CONTACT NAME: Beth Miller	
	PHONE (A/C, No, Ext): (802) 383-1644 FAX (A/C, No): (802) 658-0541	
	E-MAIL ADDRESS: bmiller@hbinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Liberty Mutual Insurance	23043
INSURED SD Ireland Concrete Construction Corp S D Ireland Brothers Corp P.O. Box 2286 South Burlington, VT 05407	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		TB5-Z11-C206K7-022	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 VERMONT POLLUTI \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AS2-Z11-C206K7-012	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			TH7-Z11-C206K7-032	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC2-Z11-C206K7-042	2/1/2023	2/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Burlington 149 Church Street Burlington, VT 05401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Board of Finance and City Council Submission Checklist

Department: Department of Public Works Submitter: Julia Ursaki
 Title/Subject: Authorization to Amend Project Budget and Execute the Construction Contract for East Avenue Traffic Calming

	Approval:	Meeting Date:
☒	Board of Finance	9/5/2023
☒	City Council	9/11/2023
☐	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	8/28/2023	Chapin Spencer/Norm Baldwin
Mayor's Office informed and approved memo	Yes	8/29/2023	Jorden Redell
Board/Commission, if required	N/A		Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	8/28/2023	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	8/28/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	8/31/2023	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?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Yes	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.