Special Board of Finance Meeting - Monday, March 27, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

5:30 pm, Bushor Conference Room, 1st Floor City Hall OR Remotely via ZOOM:
Please click the link below to join the webinar:
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****CCTV link: https://www.youtube.com/playlist?list=PLljLFn4BZd2PwCge7lNoKug676jIf_iUA ****

To participate in Public Forum in person, sign up at the meeting.
To participate in Public Forum via ZOOM sign up here:
https://www.burlingtonvt.gov/citycouncil/publicforum

Do not sign up in person and via Zoom - select one only

1. Agenda

Subject	**1.1. Motion to amend/adopt agenda**
Meeting	March 27, 2023 - Special Board of Finance Meeting - Monday, March 27, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	1. Agenda
Type	Action Procedural
Recommended Action	motion to amend/adopt agenda

2. Public Forum

Subject	**2.1. Verbal Comments**
Meeting	March 27, 2023 - Special Board of Finance Meeting - Monday, March 27, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	2. Public Forum
Type	Action Procedural

3. For Approval and Recommendation to the City Council

Subject	**3.1. ARPA Funds for Addressing Acute Homelessness Crisis Budget Amendment - CEDO**
Meeting	March 27, 2023 - Special Board of Finance Meeting - Monday, March 27, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. For Approval and Recommendation to the City Council

Type	Action

Subject	**3.2. Authorization to Update Contracts for the Elmwood Emergency Shelter Community - CEDO**
Meeting	March 27, 2023 - Special Board of Finance Meeting - Monday, March 27, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. For Approval and Recommendation to the City Council
Type	Action

Subject	**3.3. Queen City Park Road Sidepath VTrans Grant Cooperative Agreement (CA0727) - DPW**
Meeting	March 27, 2023 - Special Board of Finance Meeting - Monday, March 27, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. For Approval and Recommendation to the City Council
Type	Action

4. Adjournment

Subject	**4.1. Motion to adjourn**
Meeting	March 27, 2023 - Special Board of Finance Meeting - Monday, March 27, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. Adjournment
Type	Action Procedural
Recommended Action	Motion to adjourn

Resolution Relating to

REQUEST FOR 2.975M IN AMERICAN RESCUE PLAN FUNDS TO ADDRESS AND AMELIORATE HOMELESSNESS IN THE CITY OF BURLINGTON AND TO CREATE THE POSITION OF SPECIAL ASSISTANT TO END HOMELESSNESS.

RESOLUTION 6.03

Sponsor(s): Councilor(s) *Carpenter, Hightower, Magee*

Introduced: 02/07/22

Referred to: ______

Action: adopted

Date: 02/07/22

Signed by Mayor: 02/18/22

CITY OF BURLINGTON

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

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

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

WHEREAS, those funds have been partially dispersed to the City of Burlington in May 2021 and September 2021; and

WHEREAS, the City has actively engaged the public so as to best understand their desires for the investment of the ARPA funds; and

WHEREAS, the results of the City engagement has indicated that the Burlington community strongly desire to use the expenditure of ARPA funds to address chronic homelessness and to implement solutions to find humane housing for all; and

WHEREAS, that the action items for which the administration is seeking ARPA funding are consistent with the City Council resolution adopted on October 25, 2021 calling for the use of ARPA funds to meet the needs of those experiencing homelessness; and

WHEREAS, Kara Alnasrawi, Economic Recovery Director, Brian Pine, CEDO Director, and Kerin Durfee, Human Resources Director , have outlined a plan of action by the City to address the issue of chronic homelessness through the expenditure and use of ARPA funds per the attached memo; and

WHEREAS, as part of the plan of action to end homelessness, the position of "Special Assistant to End Homelessness" is proposed. This position will oversee, coordinate, manage and implement CEDO-led initiatives to end homelessness, as well as support homeless families and individuals throughout the community;

NOW, THEREFORE, BE IT RESOLVED that to carry out the action plan intended to address the issue of chronic homelessness in Burlington, as outlined in the attached memo, the City Council approves the allocation of $2.975M in ARPA funds, subject to the approval of expenditures by the CAO and pursuant to the City's spending policies; and

* * * * * * * * * * * * *

DISTRIBUTION:

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

Attest:

* * * * * * * * * * * * *

ORIGINAL

RESOLUTION RELATING TO

....

....

....

Adopted by the City Council

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

.... Clerk

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

.... Mayor

Vol. .... Page ....

BE IT FURTHER RESOLVED, that the City Council approve and authorize the creation of the Special Assistant to End Homelessness, a Regular, Full-Time, Exempt, Non-Union, Grade 21 role in the Community and Economic Development Office.

TM/KA/Resolutions 2022/REQUEST FOR 2.975M IN AMERICAN RESCUE PLAN FUNDS TO ADDRESS AND AMELIORATE HOMELESSNESS IN THE CITY OF BURLINGTON AND TO CREATE THE POSITION OF SPECIAL ASSISTANT TO END HOMELESSNESS
2/3/2022

* * * * * * * * * * * * *

DISTRIBUTION:

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

HR
CEDO Director Pine

Attest:
Lori Olberg
Licensing, Voting and Records Coordinator

* * * * * * * * * * * * *

ORIGINAL

RESOLUTION RELATING TO

Request For 2.975M In American Rescue Plan Funds To Address And Ameliorate Homelessness In The City Of Burlington And To Create The Position Of Special Assistant To End Homelessness

Adopted by the City Council

February 7, 20 22

Clerk

Approved February 15, 20 22

Mayor

Vol. Page

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Samantha Dunn

Title/Subject: ARPA Addressing Acute Homelessness Crisis Budget Adjustment

	Approval:	Meeting Date:
☒	Board of Finance	2/27/2023
☒	City Council	3/13/2023
☐	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	2/22/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	2/22/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	2/21/2023	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	2/21/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	2/21/2023	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	Previous Resolution
Additional Materials, if necessary	No	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.

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

To: Board of Finance
City Council

From: Brian Pine, CEDO Director
Samantha Dunn, Asst. Director for Community Works
Sarah Russell, Special Assistant to End Homelessness

Date: February 21, 2023

Subject: ARPA Funds for Addressing Acute Homelessness Crisis Budget Amendment

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Request
The Community & Economic Development Office (CEDO) is requesting Board of Finance and City Council approval of a budget neutral amendment to reflect required changes in allocation of funds to complete the work identified as follows:

ARPA Activity	2/2022 ARPA Budget	Proposed Rev. ARPA	Budget Amendment
Admin (Personnel)	$235,000	$235,000	$0
Special Asst. to End Homelessness	$325,000	$325,000	$0
Coordinated Entry - 3 years	$250,000	$250,000	$0
Shelter Community Capital Budget*	$1,109,000	$1,618,787	$509,787
Shelter Operations - 3 years	$580,000	$326,213	($253,787)
CRC Operations - 3 years	$476,000	$220,000	($256,000)
	$2,975,000	**$2,975,000**	**$0**

*This budget line originally included the Community Resource Center (CRC) - the CRC is no longer co-located with the Emergency Shelter Community

Background
Following the Mayor's announcement of a 10-Point Action Plan to ensure housing as a human right in Burlington in December 2021, CEDO and the Economic Recovery Team requested the allocation of $2.975M in

ARPA funds for the specific purpose of addressing and ameliorating homelessness in the City of Burlington. The request included a roadmap for activities, including:

- Construction and operation of a new low barrier emergency shelter pod community with services
- Development and operation of the downtown low-barrier Community Resource Center
- Three years of funding for a new position of Special Assistant to End Homelessness
- Strengthening Coordinated Entry System & support to Command Center Team to end chronic homelessness over three years

This request was approved by City Council on February 7, 2022. Since that approval, CEDO, with the support of many others, has made significant progress, including:

- Hiring Sarah Russell, to serve as the Special Assistant to End Homelessness in April 2022;
- Design, construction and opening of a new low barrier emergency shelter community at Elmwood Avenue with beds for 35 individuals, six full bathrooms and a community building with offices, kitchen, laundry, and gathering space. The Elmwood Emergency Shelter Community operates 24 hours a day and includes the following partners and services:
    - **Champlain Housing Trust**: operations
    - **CVOEO**: housing case management and navigation services, meals from Feeding Chittenden
    - **Turning Point Center**: recovery groups and peer support
    - **CHCB:** mobile medical and mental health services
    - **Safe Recovery**: access to MAT, needle exchange, and out-patient treatment
    - **Vermonters for Criminal Justice Reform**: overdose education and prevention for justice-involved people
    - **BPRW**: staffing the shelter with a full-time caretaker
    - **BPD/Community Support Liaisons**
    - **Chocolate Thunder** will provide nighttime security to ensure the safety of guests, staff and neighbors.
    - The following partners that are helping with referrals and sharing expertise:
        - Howard Street & Community Outreach
        - CORA Team
        - BPRW Urban Rangers
        - Safe Harbor Clinic
        - BPD CSL
- Strengthened the Coordinated Entry System and supported the Command Center Team with investment upgrading the existing CE manager position and adding one FTE;
- Relocation and operation of low-barrier Community Resource Center (CRC) at Feeding Chittenden (Food Shelf) on North Winooski Ave, operated by Champlain Valley Office of Economic Opportunity. The CRC serves an average of 100 people daily and provides the following services to guests experiencing homelessness:
    - Daytime shelter from the cold or heat
    - Assistance to access emergency shelter
    - Access to Coordinated Entry assessment
    - Meals, hot drinks and snacks to eat in or take away
    - Clothing ad essential supplies
    - Computer access
    - Phone access
    - Support to access public benefits
    - Safe recovery information

- Access to case management and housing navigation

The requested budget amendment is required to cover the increase in development and construction costs of the Elmwood Emergency Shelter Community. The estimated budget was developed before the City had a site and design for the Shelter Community and underestimated the costs required to develop the site. While the CEDO team originally envisioned co-locating the CRC with the emergency shelter to make the most efficient use of construction and operational resources, it was determined with the Elmwood Shelter operating partner, Champlain Housing Trust, that co-locating these two facilities would have a negative impact on the success of the Elmwood Shelter Community. The capital funds initially intended for the Community Resource Center were required for the completion of the Elmwood Shelter Community as this change was made after the design of the site had been completed and construction begun. The Community Resource Center is currently co-located with Feeding Chittenden and will continue to operate in this location. CEDO is working with CVOEO as the operator of the CRC and CHT as the owner of the property to plan an expansion/renovation that will enable both the CRC and Feeding Chittenden to operate successfully under one roof.

In addition to the ARPA funds, CEDO has been successful in securing additional funding for development and operations from:

- Vermont Agency of Human Services Housing Opportunity Grant Program (HOP)
- Administration for Children and Families award of Congressionally Directed Spending
- Burlington Electric Department
- Vermont Low Income Trust for Electricity (VLITE)
- Vermont Community Foundation

Attachments:

1. **Previous Resolution**

Board of Finance Motion

To approve and recommend that the City Council approve and authorize the City's Chief Administrative Officer or their designee, to execute a budget neutral amendment to the ARPA funds allocated for addressing the acute homelessness crisis so as to increase the Shelter Community Capital budget by $509,787.00 to a total of $1,618,787.00; reduce the Shelter Community Operating Budget by $253,787.00 to a total of $326,213.00 and decrease the Community Resource Center Operating Budget by $256,000.00 for a total of $220,000.00.

City Council Motion

To approve and authorize the City's Chief Administrative Officer or their designee, to execute a budget neutral amendment to the ARPA funds allocated for addressing the acute homelessness crisis so as to increase the Shelter Community Capital budget by $509,787.00 to a total of $1,618,787.00; reduce the Shelter Community Operating Budget by $253,787.00 to a total of

$326,213.00 and decrease the Community Resource Center Operating Budget by $256,000.00 for a total of $220,000.00.

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	2/27/2023
☒	City Council	3/13/2023
☐	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	2/22/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	2/22/2023	Click or tap here to enter text.
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	2/21/2023	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	2/21/2023	Click or tap here to enter text.
CAO has reviewed budget, financing, and memo	Yes	2/21/2023	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	Previous Contract Approvals
Additional Materials, if necessary	No	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.

COMMUNICATION
DATE 9/12/22
AGENDA ITEM 6.07

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

At their meeting of 9/12/22 the Burlington City Council voted to approve the motion as written
Attest: [illegible]

MEMORANDUM

TO:	Board of Finance, City Council
FROM:	Samantha Dunn, Asst. Director for Community Works, CEDO
DATE:	September 5, 2022; As Amended September 09, 2022
CC:	Brian Pine, Director, Community and Economic Development Office
RE:	Authorization to Update Contracts for the Elmwood Emergency Shelter Community

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Request:
The Community and Economic Development Office ("CEDO") is requesting Board of Finance and City Council authorization to increase the previously approved maximum limiting amount for the following contracts for the development of the Elmwood Shelter Community:

- Modular Bathhouse and Community Center contract with KBS Builders, Inc. increase from $338,429 to $408,048;
- Pallet, PBC from $215,280 to $295,290;
- Construction Management Contract with 2nd Gen Builders, LLC from $420,869 to $522,533.

The increases will be covered by decreases in maximum limiting amount of contracts with Up End This and Goliathtech.

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/emergencyshelter.

CEDO previously requested and received approvals for a contract with KBS Builders for the construction and delivery of the Bathhouse and Community Center with a maximum limiting amount of $338,429. The contract has increased by $49,619 to $408,048 due to necessary design changes and increased material costs. Please note that this includes a $20,000 contingency. This increase in cost of the contract will be covered by decreases in anticipated shelter costs as described below.

CEDO previously requested and received approvals for contracts with Pallet, SPC for twenty (20) shelters and Up End This, LLC for ten (10) shelters. At this time, Up End This, LLC is only able to produce five (5) shelters on the required timeline so will enter into a second contract with Pallet to add five (5) shelters to our existing order. The contract with Up End This, LLC will be reduced to five (5) shelters, with the total number of shelters on the site staying the same (30). Additionally, Pallet just finalized design and construction of a more robust cold-climate shelter that we will be able to bring to our Elmwood Site. With the R-Value more the doubling, it is anticipated that this cold-climate shelter will reduce energy use and cost by almost half. The total additional cost for bringing the cold-climate shelters to the Elmwood site is $37,000. This will increase the total maximum limiting amount for Pallet, SPC to $295,290 decrease the maximum limiting amount for Up End This to $122,523 for an overall reduction in contract costs for shelters of $25,557.

CEDO previously requested and received approvals for a contract with GoliathTech Vermont for Site Work Services for the Elmwood Shelter Community with a maximum limiting amount of $283,622.59. The contract has decreased to $122,195 with a contingency up to $25,000 (for a maximum limiting of amount of $147,195) due to moving some of the site scope to the 2nd Gen Builders contract.

CEDO previously requested and received approvals for a contract with 2nd Gen Builders, LLC for Construction Management Services for the Elmwood Shelter Community with a maximum limiting amount of $420,869. The contract has increased to $442,533 with a contingency up to $80,000 (for a maximum limiting of amount of $522,533) due to increased scope. The increase in contract will be covered by a decrease in shelter contracts and site work contract.

The table below summarizes the contract changes.

Summary of Contract Changes

		Previously Approved Maximum Limiting Amounts	Updated Maximum Limiting Amounts	Delta
CM	2nd Gen Builders	420,869	522,533	101,664
Site work	GoliathTech VT	283,623	147,195	(136,427)
Modular	KBS Builders	338,429	408,048	69,619
Shelters	Pallet SPC	215,280	295,290	80,010
Shelters	Up End This	228,090	122,523	(105,567)
	Total	**1,486,291**	**1,486,146**	**(144)**

Attachments

1. Updated Contract for KBS Builders
2. Additional contracts with Pallet SPC
3. Updated Contract with 2nd Gen Builders, LLC
4. Updated Contract with GoliathTech Vermont
5. Up End This, LLC Contract Amendment
6. Previous Contract Approvals

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 execute the following contracts for the development of the Elmwood Emergency Shelter Community, pursuant to previously earmarked ARPA funds and subject to the final review and approval by the Office of the City Attorney:

A.) Modular Bathhouse and Community Center contract with KBS Builders with a maximum limiting amount of $388,048.

B.) Two additional product and services contracts with Pallet, SPC with a maximum limiting amount of $43,010 and $37,000.

C.) Construction Management Contract with 2nd Gen Builders, LLC for up to a maximum limiting amount of $469,739.

City Council Motion:

To approve the authorization of the Director of the Community and Economic Development Office to execute the following contracts for the development of the Elmwood Emergency Shelter Community, pursuant to previously earmarked ARPA funds and subject to the final review and approval by the Office of the City Attorney:

A.) Modular Bathhouse and Community Center contract with KBS Builders with a maximum limiting amount of $388,048.

B.) Two additional product and services contracts with Pallet, SPC with a maximum limiting amount of $43,010 and $37,000.

C.) Construction Management Contract with 2nd Gen Builders, LLC for up to a maximum limiting amount of $469,739.

COMMUNITY & ECONOMIC DEVELOPMENT OFFICE
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www.burlingtonvt.gov/cedo

MEMORANDUM

TO: Board of Finance, City Council

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

DATE: February 17, 2023

CC: Brian Pine, Director, Community and Economic Development Office

RE: Authorization to Update Contracts for the Elmwood Emergency Shelter Community

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Request:

The Community and Economic Development Office ("CEDO") is requesting Board of Finance and City Council authorization to increase the previously approved maximum limiting amount of the Construction Management Contract with 2nd Gen Builders, LLC from $522,533 to $567,885.

This increase will be covered by a decrease in maximum limiting amount of the contract with KBS Builders.

Background:

CEDO has been 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 Elmwood Emergency Shelter Community is now open.

CEDO previously requested and received approvals for a contract with 2nd Gen Builders, LLC for Construction Management Services for the Elmwood Shelter Community with a maximum limiting amount of $522,533 and a contract with KBS Builders for the construction and delivery of the Bathhouse and Community Center with a maximum limiting amount of $408,048. In order to expedite the completion of the project a portion of the scope of work has been moved from KBS Builders to 2nd Gen Builders. This change requires an increase in the maximum limiting amount of the 2nd Gen Builders contract $567,885 and decreases the maximum limiting amount of the KBS Builders contract to $363,111.

The table below summarizes the contract changes.

Summary of Contract Changes

		Previously Approved Maximum Limiting Amounts	Updated Maximum Limiting Amounts	Delta
CM	2nd Gen Builders	522,533	567,885	45,352
Modular	KBS Builders	408,048	363,111	(45,352)
	Total	**930,996**	**930,996**	**0**

Attachments

1. Previous Contract Approvals

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the Director of the Community and Economic Development Office to execute all necessary change orders with KBS Builders and 2nd Gen Builders for development of the Elmwood Emergency Shelter Community, pursuant to previously earmarked ARPA funds and in accordance with the following chart, having also received final review and approval by the City Attorney's Office:

Summary of Contract Changes

		Previously Approved Maximum Limiting Amounts	Updated Maximum Limiting Amounts	Delta
CM	2nd Gen Builders	522,533	567,885	45,352
Modular	KBS Builders	408,048	363,111	(45,352)
	Total	**930,996**	**930,996**	**0**

City Council Motion:

To approve and authorize the Director of the Community and Economic Development Office to execute all necessary change orders with KBS Builders and 2nd Gen Builders for development of the Elmwood Emergency Shelter Community, pursuant to previously earmarked ARPA funds and in accordance with the following chart, having also recieved final review and approval by the City Attorney's Office:

Summary of Contract Changes

		Previously Approved Maximum Limiting Amounts	Updated Maximum Limiting Amounts	Delta
CM	2nd Gen Builders	522,533	567,885	45,352
Modular	KBS Builders	408,048	363,111	(45,352)
	Total	**930,996**	**930,996**	**0**

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

FROM: Phillip Peterson, PE, Public Works Engineer
Laura Wheelock, PE, Senior Public Works Engineer

DATE: February 27, 2023

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

RE: Queen City Park Road Sidepath VTrans Grant Cooperative Agreement (CA0727)

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) Bicycle & Pedestrian Program Grant Queen City Park Road Sidepath. The grant amount is $828,000 to be paid upfront by the City of Burlington and then reimbursed by VTrans, with a local match of $207,000 in City funds (20%), for a total project budget of $1,035,000.

Background of the Queen City Park Road (QCPR) Sidepath Project

The Chittenden County Regional Planning Commission (CCRPC), in association with the Cities of Burlington and South Burlington, initiated a Scoping Study for a bicycle and pedestrian connection between the Lindenwood Drive intersection on US Route 7 in South Burlington, along QCPR and Austin Drive, to the Burlington Waterfront Greenway (commonly called the Burlington bike path). Toole Design was retained to conduct the study, which includes the required elements of a VTrans scoping study. This has allowed the City of Burlington to pursue funding through the VTrans Bicycle and Pedestrian Program.

This section of QCPR is home to major employers of industrial and manufacturing employees. Census data indicates a higher percentage of Black and Asian employees when compared to the city's overall population. It also indicates that 34% of those employees make low- or middle-wages, indicating some financial stress that could be mitigated with a safer, more affordable way to commute. It is important to note, this facility has been requested by some of the local employers on this corridor. More broadly, this roadway provides no way to separate vehicle traffic from people walking and biking. The city has a vision to provide transportation options that are safe, affordable, accessible, and equitable. This shared-use path will remedy the current transportation option that feels unsafe, inaccessible, and inequitable if they cannot afford or choose not to use a vehicle.

Based on Board of Finance & City Council approval The City has executed the Grant Project Commitments Form committing funding towards this project in September of 2022; additionally, the City's Capital Committee has approved this local match request.

Funding for the Shared-Use Path Project
Following the completion of the scoping study the City pursed various funding opportunities with VTrans and were successful in our most recent application to the Bicycle and Pedestrian Program Grant, see Attachment-1. The engineer's estimate for the design and construction of the QCPR Sidepath project is $1,035,000. The funding for this project comes from VTrans Municipal Assistance Bureau Bicycle and Pedestrian Program Grant, and local City funded match coming from Capital funds. DPW now seeks authorization to accept this grant to secure a significant portion of overall project funding, see Attachment-2.

The following is the estimated project budget and use of local match funds for the next few years

	FY23	FY24	FY25	FY26	FY27	FY28
Local Match (City)	$31,050	$2,500	$2,500	$9,000	$108,000	$53,950
VTrans Grant	$124,200	$10,000	$10,000	$36,000	$432,000	$215,800
Total	$155,250	$12,500	$12,500	$45,000	$540,000	$269,750

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 sidepath design, with railroad crossings, and public outreach. Requests for proposal(s) are sent to the firm determined to be highest qualified and then at such point a scope and fee is negotiated. DPW requests approval to procure the design consultant for this project using this process and program. 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 CA0727 from the Vermont Agency of Transportation
2. Draft Budget Amendment

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 $828,000, 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 $207,000 in City funds (20%), for a total project budget of $1,035,000; subject to approval by the City Attorney's Office and Chief Administrative Officer.

2. To approve and recommend that the City Council accept the recommendation of the Capital Committee and approve the creation of the QCPR Sidepath Project Budget for Fiscal year 2023 for use of Capital funds, as described in the affiliated memorandum and attachments, and subject to the review and approval of the Chief Administrative Officer.

3. To approve and recommend that the City Council approve the use of the VTrans At-the-Ready process for Professional Design Consultant Procurement and thereby waive any conflicting requirements of the City's Procurement Policy, subject to review and approval of the City Attorney's Office and Chief Administrative Officer.

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, 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 STP BP22(15)**. 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 worked 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 **26** 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 #:** CA0727	2 **Original** ☑	**Amendment #**
3 **Grant Title:** Burlington STP BP22(15)		
4 **Amount Previously Awarded:** $ 0.00	5 **Amount Awarded This Action:** $ 828,000.00	6 **Total Award Amount:** $ 828,000.00
7 **Award Start Date:** 12/15/2022	8 **Award End Date:** 12/31/2027	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:** $ 207,000.00	**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] #:** J9MJZAND8XN7	22 **Indirect Rate:** 0.00 % (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	$	$	$	
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	$ 828,000.00	$ 828,000.00	AFFF		$
39 **Federal Awarding Agency:** Federal Highway Administration (FHWA)			40 **Federal Award Project Descr:** Burlington STP BP22(15)				
		$	$	$			$
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	$ 828,000.00	$ 828,000.00			

SECTION IV - CONTACT INFORMATION

STATE GRANTING AGENCY	**GRANTEE**
NAME: Nydia Lugo	**NAME:** Phillip Peterson
TITLE: Civil Engineer	**TITLE:** Public Works Engineer
PHONE: 802-595-3347	**PHONE:** 802-598-8356
EMAIL: nydia.lugo@vermont.gov	**EMAIL:** ppeterson@burlingtonvt.gov

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	**City of Burlington**
Location	**Queen City Park Road, between Austin Drive and Central Avenue**
Description	**Construction of shared use path**

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*	**$828,000.00**	**$0.00**	**$207,000.00**	**$1,035,000.00**

*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 **$0.00** in State funds and **$828,000.00** 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:	**Nydia Lugo, Civil Engineer**
Division:	Project Delivery Bureau - Municipal Assistance
Via Email:	Nydia.Lugo@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. ~~**Identity of workers:** The Subrecipient will assign the following individuals to the services to be performed under the provisions of this agreement, and these individuals shall be considered essential to performance. Should any of the individuals become unavailable during the period of performance, the State shall have the right to approve any proposed successors, or, at its option, to cancel the remainder of the agreement.~~

4. ~~**Work Product Ownership:** Upon full payment by the State, all products of the Subrecipient's work, including outlines, reports, charts, sketches, drawings, art work, plans, photographs, specifications, estimates, computer programs, or similar documents, becomes the sole property of the State of Vermont and may not be copyrighted or resold by Subrecipient~~.

5. **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.

6. ~~**Ownership of Equipment:** Any equipment purchased by or furnished to the Subrecipient by the State under this grant agreement is provided on a loan basis only and remains the property of the State.~~

7. **Subrecipient's Liens:** Subrecipient will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.

8. ~~**Performance Bond:** The Subrecipient shall, prior to commencing work under this grant agreement, furnish to the State a payment and performance bond from a reputable insurance company licensed to do business in the State of Vermont, guaranteeing the satisfactory completion of the grant agreement by the Subrecipient and payment of all subcontractors, suppliers and employees.~~

9. ~~**Professional Liability Insurance:** Before commencing work on this grant agreement and throughout the term of this grant agreement, Subrecipient shall procure and maintain professional liability insurance for any and all services performed under this grant agreement, with minimum coverage of $100,000.00 per occurrence.~~

10. **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.

11. ~~**Health Insurance Privacy & Portability Act**: The confidentiality of any health care information acquired by or provided to the independent subrecipient shall be maintained in compliance with any applicable State or federal laws or regulations~~.

12. **Audit of Federal Subrecipient:** Under current interpretations of federal law, the subrecipient will be subject to the federal Single Audit Act. Subrecipient will comply with audit requirements contained in Circular A-133/Circular A110 and/or other applicable circulars of the U.S. Office of Management and Budget. ~~The cost of such an audit will be borne by the Subrecipient is included in the payment provisions of this Grant.~~

13. **Requirement to Have a Single Audit:** If this subrecipient expends $500,000 or more in federal assistance during its fiscal year, it is required to have a single audit conducted in accordance with the Single Audit Act, except when it elects to have a program-specific audit.

    The subrecipient may elect to have a program-specific audit if it expends funds under only one federal program and the federal program's laws, regulating or grant agreements do not require a financial statement audit of the entity.

    If the subrecipient should spend less than $500,000 in aggregate federal funds in any single fiscal year, organization-wide financial statements and a schedule of federal financial assistance for VTrans funds only shall be submitted within nine (9) months of the end of the fiscal year. The federal financial assistance schedule will list the funds by title, Code of Federal Domestic Assistance (CFDA) number, pass-through Municipal's number, award amount, receipts, and expenditures. At the Program Director's discretion, agreed upon procedures, related to the VTrans schedule of federal financial assistance, may be required to be performed by a certified independent audit firm.

    The State reserves the right to withhold reimbursement of project costs if the subrecipient does not comply with the requirements of this section or with Attachment C section 9.

14. **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.

15. **Supplanting:** If required, the subrecipient will submit a Certification that funds will not be used to supplant local or other funding.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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).

22. **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.

23. **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

None.

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: **Nydia Lugo, Civil Engineer**

Waivers of Standards: **None**

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

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:** Phillip Peterson/Laura Wheelock **Date: DRAFT for BOF/CC**

Briefly explain the reason for the amendment:

Create project budget per the City Council Approval, and Create new Project Name: 843 VTRANS Grants, Queen City Park Road Sidepath (843 VTRANS Grants - QCPR Sidepath). This is the amount anticipated to be needed starting in FY23 and to allow staff to procure a designer for the project.

______________________________ **(up to 10k)**
Dept. Head Approval

______________________________ **(10k to 25K)**
Chief Administrative Officer Date

______________________________ **(25K - 50K)**
Mayor Date

BUDGET AMENDMENT DETAILS

Org Set		GL Account	Account Name	Project/Sub/Detail Name	Increase/ (Decrease)
843-19-700	.	4875_130	VTRANS Grants, Public Works, Capital Projects.Grants - Federal Capital Indirect	Queen City Park Road Sidepath	$ 124,200.00
843-19-700		4990_800	VTRANS Grants, Public Works, Capital Projects.Interfund Transfer Proceeds - Bond Proceeds Tsf	Queen City Park Road Sidepath	$ 31,050.00
843-19-700	.	9500_100	VTRANS Grants, Public Works, Capital Projects.Capital Outlay - Construction	Queen City Park Road Sidepath	$ 124,200.00
843-19-700	.	9500_800	VTRANS Grants, Public Works, Capital Projects.Capital Outlay - Bond Tsf Expenditures	Queen City Park Road Sidepath	$ 31,050.00
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Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Phillip Peterson

Title/Subject: Queen City Park Road Sidepath VTrans Grant Cooperative Agreement (CA0727)

	Approval:	Meeting Date:
☒	Board of Finance	2/27/2023
☒	City Council	3/13/2023
☐	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	2/17/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	2/23/2023	Jordon 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	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	2/23/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	2/23/2023	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	
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.