



Monday, December 4, 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=PLIjLFn4BZd2PwCge7lNoKug676jIf_iUA ****

1. Agenda

Subject	1.1. Motion to adopt agenda
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adopt agenda

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	2. Public Forum
Department	Council and Board
Type	Action Procedural
Recommended Action	open the Public Forum close the Public Forum

3. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda and take the actions indicated
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Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Council and Board
Type	Action (Consent) Procedural
Recommended Action	Motion to adopt the consent agenda and take the actions indicated
Subject	3.2. November 13, 2023 Board of Finance Meeting Minutes, Draft
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Minutes
Recommended Action	approve the minutes
Subject	3.3. November 20, 2023 Special Board of Finance Meeting Minutes, Draft
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Minutes
Recommended Action	approve the minutes
Subject	3.4. Community Partnership for Neighborhood Development Grant Acceptance - CEDO
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to execute the Grant Award Conditions and Acknowledgements Form from the Agency of Commerce and Community Development (ACCD) for the conceptual design of the public realm elements of the South End Coordinated Redevelopment area and to accept and execute a reimbursable

grant with ACCD, in an amount up to \$133,000 and further authorize the upfront expenditure of such grant funds on the condition that such grant funds are reimbursed pursuant to the grant terms, subject to final review and approval by the City Attorney's Office

Subject	3.5. Authorization to submit Substantial Amendment for changes to the Community Development Block Grant (CDBG) funding allocations in the 2023 Annual Action Plan - CEDO
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	move to approve and authorize the Director of the Community & Economic Development Office to, on or after December 19, 2023, submit a substantial amendment of the City's 2023 Annual Action Plan to HUD for changes to the CDBG funding allocations in accordance with the proposed actions stated herein and as summarized below: - o \$175,000 to Steps for necessary improvements to their heating, ventilation, and air conditioning system at their new domestic violence shelter; and - o \$95,000 to the Champlain Valley Office of Economic Opportunity for operational costs of running a low barrier shelter at the Champlain Inn; and - o \$75,000 to the Champlain Housing Trust to install a privacy and security fence at the Champlain Inn property
Subject	3.6. VT Center for Crime Victim Services "Victims of Crime Act" (VOCA) grant (Grant # 02100-FY24/25-CN) - CEDO - CJC
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council approve the acceptance of Grant # : 02100-FY24/25-CN, in the amount of \$140,164 for FY24 and to authorize CEDO Director Pine or his designee to sign the grant acceptance and any necessary related documents after review and approval by the City Attorney's Office
Subject	3.7. Request for Acceptance of American Rescue Plan Act (ARPA) 2023 Pretreatment Grant Funds for Businesses and Municipalities - DPW - Water Resources
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Public Works Department - Water Resources
Type	Action (Consent)

Recommended Action	1. To approve and recommend that the City Council authorize the Director of Public Works to execute a grant agreement for \$342,125 with the Vermont Department of Conservation for ARPA Pretreatment Grant pass-through funds to be used for pretreatment equipment replacement at the Edlund facility located at 319 Queen City Park Road, subject to the prior review and approval of the City Attorney's Office. 2. To approve and recommend that the City Council authorize the Director of Public Works to execute a sub-award agreement with Edlund Company, LLC for ARPA Pretreatment Grant pass-through funds in amount not to exceed \$342,125 to be used for pretreatment equipment replacement at the Edlund facility located at 319 Queen City Park Road, subject to the prior review and approval of the City Attorney's Office.
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4. For Approval and Recommendation to the City Council

Subject	4.1. March 5, 2024 Annual City Meeting - Charter Change Re: Electric Department - BED
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Burlington Electric Department
Type	Action Resolution
Recommended Action	to recommend that the City Council approve the attached resolution
Subject	4.2. Re-classification/retitling of one position - BPRW/HR
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Parks, Recreation, & Waterfront
Type	Action
Recommended Action	to recommend that the City Council approve the retitling and reclassification of the Land Steward, a regular, full-time, exempt, non-union, Grade 18 position to the City Land Steward, a regular, full-time, exempt, non-union, Grade 20 position in the Department of Parks, Recreation & Waterfront, and further authorize back pay in the amount of \$6,807.82 to the incumbent retroactive to 7/1/22
Subject	4.3. Request to Execute a Contract with Studio RENZ+OEI for the design and construction of the kiosk at City Hall Park - CEDO
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Community & Economic Development Office (CEDO)
Type	Action

Recommended Action to approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to enter into a contract with Studio RENZ+OEI for the purposes of designing and constructing the kiosk at City Hall Park, with a cost of up to \$213,000 and a 15% contingency, for a total authorization and maximum limiting amount of \$244,950 subject to final review and approval of the City Attorney's Office

Subject 4.4. ARPA Funding Dedicated to Housing and Homelessness - CEDO

Meeting December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

Category 4. For Approval and Recommendation to the City Council

Department Community & Economic Development Office (CEDO)

Type Action

Recommended Action move to approve and recommend that the City Council approve and authorize the allocation and spending of \$2,025,000 of City ARPA funds, by the Chief Administrative Officer pursuant to the City's spending policies, to continue to address housing and homelessness throughout the City as outlined in the above memo and in the following way:

- ☐ Increase the amount of ARPA funds allocated to address the acute homelessness crisis by \$75,000 from \$2,975,000 to \$3,050,000; and
- ☐ Dedicate \$1,000,000 of ARPA funds to the Post Apartments project at 176 S. Winooski Avenue to aid in the creation of permanently affordable housing units; and
- ☐ Dedicate \$950,000 of ARPA funds to Champlain Housing Trust for use towards the creation of permanently affordable housing units in the next phase of their development at Cambrian Rise

Subject 4.5. Authorization to Execute Contracts with On-Call Water Resources Sewer Collection System Filming and Cleaning Contractors - DPW - Water Resources

Meeting December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

Category 4. For Approval and Recommendation to the City Council

Department Public Works Department - Water Resources

Type Action

Recommended Action to approve and recommend that the City Council authorize the Director of Public Works to execute Main On-Call Agreements with two (2) water resources CCTV contractors (BP Wastewater Services LLC and P&P Septic), each with a maximum limiting amount of \$150,000, for a total authorized expenditure not to exceed \$300,000, subject to review and approval by the City Attorney

Subject 4.6. Request for Approval of Contract for the Long Term Climate Resilient Evaluation for North Plant Sewer Siphon - DPW - Water Resources

Meeting December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

Category 4. For Approval and Recommendation to the City Council

Department Public Works Department - Water Resources

Type	Action
Recommended Action	to approve and recommend that the City Council authorize the Director of Public Works' execution of a contract with Stantec Consulting Services, Inc. for the long term climate resilient siphon repair, for a Maximum Limiting Amount of \$182,793.62 with authorization for contingency funding of an additional \$8,000.00, for a total authorized expenditure not to exceed \$190,793.62, subject to the review and approval of the City Attorney's Office
Subject	4.7. Authorization For Up To \$105,000 Step 1 Loan From Vermont Clean Water State Revolving Fund For Preliminary Engineering Of Stormwater Outfall (TO-0097) Repair - DPW - Water Resources
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department
Type	Action Resolution
Recommended Action	to recommend that the City Council approve the attached resolution
Subject	4.8. Authorization For Up To \$95,000 Step 1 Loan From Vermont Clean Water State Revolving Fund For Preliminary Engineering Of Stormwater Outfalls (TO-0104 and TO-0022) Repair - DPW - Water Resources
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department - Water Resources
Type	Action Resolution
Recommended Action	to recommend that the City Council approve the attached resolution
Subject	4.9. Authorization For Up To \$315,000 Step 1 Loan From Vermont Water State Revolving Fund For Planning Of Future Stormwater Outfall Repairs - DPW - Water Resources
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department - Water Resources
Type	Action Resolution
Recommended Action	to recommend that the City Council approve the attached resolution

Subject	4.10. Authorization for Contract with Matrix Consulting Group for City of Burlington Operational Efficiency Study and Approval for Budget Amendment to Affect Contract - Mayor/CAO
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	1. To approve and authorize the Chief Administrative Officer to execute a contract with Matrix Consulting Group for an Operational Efficiency Study for the City of Burlington, with a maximum limiting amount of \$99,000, subject to the final review and approval by the City Attorney's Office. 2. To approve and authorize and recommend that the City Council approve and authorize the Chief Administrative Officer to reassign \$100,000 within the Assigned Fund Balance from the Jobs & People Study to Opportunities to Increase Revenues or Efficiencies.

5. Presentation Regarding American Plan Rescue Act (ARPA) Expenditure Update December 2023 - BWD

Subject	5.1. Presentation Regarding American Plan Rescue Act (ARPA) Expenditure Update December 2023 - BWD
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. Presentation Regarding American Plan Rescue Act (ARPA) Expenditure Update December 2023 - BWD
Department	Business and Workforce Development
Type	Information Presentation

6. Adjournment

Subject	6.1. Motion to adjourn
Meeting	December 4, 2023 - Board of Finance Meeting - Monday, December 4, 2023, 5:30 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	6. Adjournment
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to adjourn

**BURLINGTON BOARD OF FINANCE
BUSHOR CONF. ROOM, FIRST FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN NUMBER
BURLINGTON, VERMONT
MINUTES OF MEETING
DRAFT
November 13, 2023**

MEMBERS PRESENT:	Ali Dieng (via Zoom) Joe Magee (via Zoom) Mark Barlow Miro Weinberger
OTHERS PRESENT:	Katherine Schad Jared Pellerin Jordan Redell Chapin Spencer Norm Baldwin Laura Wheelock Olivia Darisse Michael LaChance Stephen Petit Corey Mims Brian Pine

1.0 CALL TO ORDER and AGENDA

1.1 Motion to amend/adopt the agenda

Mayor Weinberger called the Board of Finance meeting to order at 5:33 PM.

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

- **Add an executive session to Item 5.1: Update Regarding Great Streets Main Street – DPW (verbal).**

VOTING: unanimous; motion carries.

2.0 PUBLIC FORUM

2.1 Verbal Comments

Sharon Bushor expressed concern about public safety and gun violence in the City. She also spoke about the salt procurement contract and whether salt brine is used and if it isn't, if it could be looked into, as it has fewer negative impacts on waterways. She also spoke about downtown vibrancy, suggesting that parking downtown be free to encourage more commercial activity. Director Spencer said that he would follow up on the salt procurement contract and information on the rock salt with former Councilor Bushor directly.

3.0 CONSENT AGENDA

3.1 Motion to adopt the consent agenda and take the actions indicated

3.2 Board of Finance October 30, 2023 Meeting Minutes, Draft – approve the minutes.

3.3 BED's Property/Boiler and Machinery (B&M) 2023-2024 Insurance renewal – BED – approve and recommend that the City Council authorize the General Manager of the Burlington Electric Department to execute the Property, Boiler & Machinery Insurance coverage renewal contract with AIG/ZURICH/STARR TECH/AEGIS for the policy period 11/20/2023 through 11/20/2024 with a not to exceed premium of \$778,683.70, as outlined in this memo, subject to the review and approval of the City Attorney's Office.

3.4 Authorization to Accept Grant from Vermont Department of Public Safety for State Homeland Security Grant – Fire – approve and authorize the Chief of the Burlington Fire Department to accept the grant award of \$63,014.00 from the Vermont Department of Public Safety for the purchase of technical rescue equipment and execute all necessary documents thereto upon final review and approval of the Chief Administrative Officer and the City Attorney's Office.

3.5 Approval to enter into a contract with Cargill, Inc. for FY24 road salt procurement – DPW – approve and recommend that the City Council authorize the Director of Public Works to enter into a contract with Cargill to supply the City of Burlington with rock salt for winter maintenance of roads and sidewalks at a unit price of \$88.00/ton, for an amount not to exceed \$285,000 plus \$43,000 in contingency funding for Fiscal Year 2024, which will come from the Public Works Reserve in the assigned fund balance, for a total authorized expenditure of \$328,000, subject to review and approval of the City Attorney's Office.

3.6 Authorization for Contract with Avenu Insights and Analytics for Digitization of Land Records and Budget Amendment – C/T – 1. Approve and authorize the Chief Administrative Officer to execute a contract with Avenu Insights and Analytics for continued land records digitization with a maximum limiting amount of \$87,474.00, subject to the final review and approval by the City Attorney's Office; and 2. Approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to effect the necessary budget amendment to designate \$87,474.00 from the Preservation/Restoration fund (GL 110-04-000.4200) account line to be used for Professional and Consultant Services (account line 110-04-000.6500_118).

3.7 Approval of budget amendment for contract to prepare for FY23 audit – C/T – approve and recommend that the City Council approve and authorize the Chief Administrative Officer to execute a first contract amendment in the amount of \$50,000 and to extend the maximum limiting amount of the contract to \$100,000 with Berry Dunn for accounting services, upon the review and approval of the City Attorney's Office.

3.8 Downtown Vibrancy Grant – BWD – approve and recommend that the City Council authorize the Director of Business & Workforce Development to enter into an agreement with the State of Vermont, subject to the final review from the City Attorney's Office, to accept a grant award of \$25,000 in Fiscal Year 2024 as part of the State of Vermont's non-competitive Downtown Vibrancy Fund.

MOTION by Councilor Magee, SECOND by Councilor Dieng, to adopt the consent agenda and take the actions indicated for items 3.1-3.8.

VOTING: unanimous; motion carries.

4.0 FOR APPROVAL AND RECOMMENDATION TO THE CITY COUNCIL

4.1 Burlington Fire Department – Station Alerting – Fire

Deputy Chief Petit spoke briefly about this project, saying that the request is for funding to replace the fire station's alerting system and that the funding would come from the general obligation bond funds. He said that the existing system was installed in 1998 and is beyond its useful life at this point, and this new system would increase reliability and provide better notification to on-duty responders and off-duty personnel. He noted that the vendor had the lowest-cost bid but also the bid that worked the best for the City.

Councilor Barlow asked about the anticipated lifespan of the new technology, and Deputy Chief Petit replied that the lifespan should be as long as there is a service agreement between the vendor and the City, as the vendor will ensure that the hardware and software are up-to-date. Councilor Dieng asked about what would happen if the vendor went bankrupt or something happened on their end that would prevent them from providing service. Chief LaChance said that there isn't any way for the City to prevent or anticipate something like that from occurring, but that they have worked with this vendor in the past and they have been a solid and reliable vendor of services, and he does not have concerns regarding their viability at this juncture. Acting City Attorney Pellerin noted that as with any breach of contract, the City would have provisions and protections in place.

MOTION by Councilor Magee, SECOND by Councilor Barlow, to approve and recommend that the City Council approve and authorize the Chief of the Burlington Fire Department to execute a contract with Bryx, Inc. for the installation of a fire station alerting system, with a maximum limiting amount of \$430,000.00, which is the contract plus a 6.6% contingency, subject to the final review and approval of the City Attorney's Office.

VOTING: unanimous; motion carries.

4.2 Railyard Enterprise Project - Stantec Design Contract Amendment 4 – DPW

Engineer Mims said that this amendment would extend Stantec's contract under the already-approved scope of their work on the Railyard Enterprise Project and that it would increase the contract amount to the maximum that is currently allowable under existing approved funding.

MOTION by Councilor Dieng, SECOND by Councilor Barlow, to approve and recommend that the City Council authorize the Director of the Department of Public Works to execute a contract amendment with Stantec Consulting Services, Inc. for continued and additional engineering design services for the Railyard Enterprise Project increasing the contract amount by \$966,758.00 with an additional \$193,352 (20% contingency), totaling \$2,661,310 subject to the review and approval by the City Attorney's Office.

VOTING: unanimous; motion carries.

4.3 Amendment to Tax Increment Financing (TIF) District consulting services contract with White+Burke – CEDO

Director Pine said that this is for an amendment to allow for more time and increase the funding for the work related to consulting services for the two TIF districts in the City. He said that it is CEDO's recommendation to continue to work with White+Burke for these consulting services, given the very technical and complex nature of the work.

MOTION by Councilor Barlow, SECOND by Councilor Dieng, to 1. Approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to execute the proposed contract amendment with White+Burke Real Estate Advisors for TIF consulting services regarding the Waterfront and Downtown TIF districts with a maximum limiting amount of \$140,000, to be paid out of TIF related costs, pursuant to the final review of the City Attorney's Office; and 2. Approve and recommend that the City Council authorize the Chief Administrative Officer to make any and all necessary project budget amendments associated with the Waterfront TIF Related Cost Professional and Consultant project budget, up to a maximum amount of \$95,000.00.

VOTING: unanimous; motion carries.

5.0 UPDATE REGARDING GREAT STREETS MAIN STREET – DPW (VERBAL)

5.1 Update Regarding Great Streets Main Street – DPW

Mayor Weinberger said that this project is nearing the initial construction phase. He noted that the full City Council had an executive session last week about this topic, and that they are anticipating Council action on this item at its next meeting. He said that they are not recommending action tonight after executive session on any of the contracts, but would like to provide information during executive session in anticipation of action at next week's Council meeting. Director Spencer noted that in addition to the construction contract there is also the design contract, the technical services contract, and the public artists contract that need to be amended.

Senior Engineer Wheelock began by noting that the City is on track with its anticipated timeline, which began in 2022 with the development of concept plans and has carried through until now with the preparation of final design plans and contract plans. She noted that they anticipate construction to begin in late 2023 and carry through until 2026. She noted that DPW would like to amend VHB's contract to add scope for construction support (as Director Spencer noted earlier) related to contaminated soils and water/sewer specialty inspection, noting that this expertise is critical to the success of the project. She said that additionally, DPW would like to amend the EIV technical services contract to include winter work and a field office in their scope of work. She further added that DPW would like to amend the public artists contract to add Phase 2 funding. She then noted that DPW would like to execute an MOU with the Burlington Electric Department to remove the existing street lighting and to install and energize new decorative lighting per the City's lighting policy.

Director Spencer then spoke about the construction bid results and contract negotiations with S.D. Ireland. He said that they would like to provide a further update on this in executive session.

MOTION by Councilor Magee, SECOND by Councilor Barlow, to make a specific finding that premature general public knowledge of negotiations regarding the Main Street Great Streets construction contract would clearly place the City at a substantial disadvantage.

VOTING: unanimous; motion carries.

MOTION by Councilor Magee, SECOND by Councilor Barlow, that based upon that finding, the Board of Finance go into executive session pursuant to 1 V.S.A. 313(a)(1)(A), to include Senior Engineer Wheelock, Assistant Director Baldwin, Engineer Darisse, Director Spencer, Director Pine, Chief Administrative Officer Schad, and Acting City Attorney Pellerin.

VOTING: unanimous; motion carries.

The Board of Finance entered into executive session at 6:04 PM and exited executive session at 6:42 PM. Mayor Weinberger noted that no action was taken during executive session and that they anticipate further action on this item during a special Board of Finance meeting and regular City Council meeting next Monday, November 20th.

6.0 ADJOURNMENT

6.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 6:42 PM.

RScty: AACoonrad

**BURLINGTON BOARD OF FINANCE
BUSHOR CONF. ROOM, FIRST FLOOR, CITY HALL *OR*
REMOTE MEETING WITH CALL-IN NUMBER
BURLINGTON, VERMONT
MINUTES OF MEETING
DRAFT
November 20, 2023**

MEMBERS PRESENT:

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

OTHERS PRESENT:

Katherine Schad
Jared Pellerin
Jordan Redell
Chapin Spencer
Norm Baldwin
Olivia Darisse
Ashley Parker

1.0 CALL TO ORDER and AGENDA

1.1 Motion to amend/adopt the agenda

Chief Administrative Officer Schad called the Board of Finance meeting to order at 5:03 PM.

MOTION by Councilor Magee, SECOND by City Council President Paul, to adopt the agenda.

VOTING: unanimous; motion carries.

2.0 PUBLIC FORUM

2.1 Verbal Comments

None.

3.0 FOR APPROVAL AND RECOMMENDATION TO THE CITY COUNCIL

3.1 Great Streets main Street Construction Award and Contract Amendments

Director Spencer began by noting that DPW has been working diligently to resolve issues related to the construction contract challenges, particularly the fact that the low bidder has come in approximately 50% above the City's estimate for cost. He said that they have been

working through a revised approach that keeps the City within its financial means, which entails having a reduced scope of work for the project. This scope would now include the ravine sewer work and three blocks (out of the initial six blocks) of surface improvements along the corridor, from Winooski Avenue to Pine Street.

Assistant Director Baldwin summarized the asks for tonight's Board of Finance and City Council meetings. He said that these include an amendment to the design contract, an amendment to the engineering contract, an amendment for the artists selected for the Great Streets Main Street project, an MOU with BED for lighting for the Great Streets Main Street project, a construction contract with S.D. Ireland, and budget adjustment amendments. Director Spencer noted that the majority of the revenue for this project would come through the Downtown TIF district funding, a contribution from Water Resources to ensure the completion of the utility work, and a contribution from Street Capital for the paving along this corridor.

Councilor Barlow asked said that the City has heard from several businesses along the corridor that have expressed concern about business disruption and parking disruption. He asked about the timing of this action tonight and whether it should take place before other stakeholders' concerns are assuaged regarding the project. Assistant Director Baldwin replied that DPW's intent is to continue communicating with businesses as updates become available, but expressed that TIF funding is time-limited. Director Spencer also noted that the bid's offer expired last night and said that they need to reply to the bidder. Assistant Director Baldwin also noted that because they have been in contract negotiations with the bidder, they have not been able to communicate more details to the public broadly until now.

Director Spencer spoke about stakeholder engagement over the last 2-3 years with businesses to minimize disruptions due to reduced parking along the corridor, while remaining consistent with the TIF goals of better stormwater management, continuous bicycle facilities, wider sidewalks, and more activated green spaces adjacent to businesses. He said that they are working with the Courthouse Plaza parking facility for additional parking spaces at subsidized rates. He said that while parking along the corridor will be reduced, there will be additional spaces that could be available near the corridor (though not directly on it). Public Works Engineer Darisse provided more detail about stakeholder outreach and engagement along the corridor.

City Council President Paul noted that the Council received this letter of concern from stakeholders only an hour prior to this meeting and said that every effort should be made to engage with stakeholders and address their concerns as attentively as possible throughout this project.

Councilor Dieng said that there has been an extensive amount of public outreach on this project. He also asked what kinds of community engagement have occurred since the scope of the project has changed. Director Spencer replied that DPW has worked with the Board of Finance, the City Council, the apparently successful bidder, and the administration to figure out how to make this project work up until last week, and that when they arrived at a solution last Friday, that was when communication was sent to stakeholders along the corridor. He said that they are up against a deadline with the expiration of the bidder's offer, which has led to this compressed timeline for action and approval. Councilor Dieng said that it would be better to wait until additional stakeholder engagement has occurred, and suggested holding a vote next week. Assistant Director Baldwin noted that the contractor is hold their pricing until close of business today, and if they do not act today, they are running the risk of having the contractor retract their bid and needing to go back out to rebid. City Council President Paul echoed Councilor Dieng's sentiments about feeling uncomfortable voting on a reduced scope tonight without adequate stakeholder engagement, especially given that some businesses won't see the benefit of this project now.

Councilor Magee said that he is supportive of the project as proposed in its reduced scope, saying that it is crucial for the downtown and gateway block spaces. He said that there is no guarantee that a subsequent bidding process would yield a bid that is closer to being within the City's financial capacity. He acknowledged that this is a last-minute change, but it reduces rather than expands the scope of the project.

Mayor Weinberger said that he is sympathetic to the concern about stakeholder engagement, but said that the reduced scope still delivers the majority of the benefits of the original scope of the project. He noted that there are few options available for public investment and that the City should take advantage of TIF financing for these improvements. He noted that the reduced scope means that there will generally be fewer negative impacts to businesses than had been originally anticipated with the original scope of work. He expressed concern that inaction tonight would put the entire project at risk, and said that he is committed to working with affected stakeholders and communicating expeditiously and consistently with them.

MOTION by City Council President Paul, SECOND by Councilor Barlow, to 1. Approve and recommend that the City Council authorize the Director of Public Works to execute Amendment #8 to the design contract, subject to City Attorney review and approval, with Vanasse Hangen Brustlin, Inc. (VHB) in the amount of \$614,811.00, bringing the total contract value up to \$3,160,488.00, and authorize the use of an additional \$61,481.00 in contingency funds to be available to use toward any necessary future contract amendments needed to accomplish the design work herein contemplated, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$3,221,969.00 for the development of the design of the Great Streets Main Street project; and 2. Approve and recommend that the City Council authorize the Director of Public Works to execute Amendment #1 to the resident engineer contract, subject to City Attorney review and approval, with EIV Technical Services in the amount of \$298,974.00, bringing the total contract value up to \$2,098,974.00, and authorize the use of an additional \$209,897.00 in contingency funds to be available to use toward any necessary future contract amendments needed to accomplish the services detailed herein, and further authorize execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$2,308,871.00 for resident engineering and outreach consulting services for the Great Streets Main Street project; and 3. Approve and recommend that the City Council authorize the Director of Burlington City Arts to execute contract amendments with the Great Streets Main Street selected artists from the current total approved amount of \$66,696 to a total authorized Phase I and Phase II project expenditure in the amount of \$474,626, subject to review and approval by the City Attorney's Office, and to further authorize the use of an additional amount in contingency funds to be available to use toward future amendments for any of the artist contracts, and further execution of any such necessary amendments upon review and approval by the City Attorney's Office, for a total authorized amount of \$500,000.00: a. A contract with Lydia Kern in an amount not to exceed \$90,600 for fabrication of artwork; b. A contract with WOWHAUS in an amount not to exceed \$99,000 for fabrication of artwork; c. A contract with Pixel Patch Creative, LLC in an amount not to exceed \$145,000 for fabrication of artwork; and d. A contract with Nancy Winship Milliken Studio, LLC in an amount not to exceed \$140,026 for fabrication of artwork; and 4. Approve and recommend that the City Council authorize the Director of Public Works to execute a Memorandum of Understanding, subject to City Attorney review and approval, with Burlington Electric Department in the amount of \$399,039, for the lighting construction of the Great Streets Main Street project; and 5. Approve and recommend that the City Council authorize the Director of Public Works to execute the following initial construction contract and future necessary contract amendments with S.D. Ireland Brothers Corporation to complete the reduced project scope as described herein for the Great Streets main Street project, for a total approved expenditure not to exceed \$25,962,543.26, subject to City Attorney Office review and approval: a. An initial construction contract in an amount not to exceed \$21,700,572.20; and b. Any such future contract amendments necessary to carry out the reduced project scope, in additional amounts not to exceed \$2,596,254.83 in contingency funds and \$4,261,971.06 in bond premium funds, totaling \$28,558,798.09 in additional reserve funds, provided that use of the bond premium funds shall be subject to the Vermont Economic Progress Council's (VEPC) review and approval; and 6. Approve and recommend that the City Council authorize the Chief Administrative Officer, or their designee, to effect all necessary budget amendments and transfers of funds to and from the above-referenced funding sources

as needed to pay the above-referenced project expenses in FY24 and Overall Project Budgets, as further detailed in Attachments C and D, provided that such budget amendments and transfers of funds as detailed in Attachment D involving bond premium funds shall be subject to VEPC's prior review and approval of the use of such funds.

VOTING: 4-1 (Councilor Dieng dissenting); motion carries.

3.2 District Energy Franchise Fee Agreement – CAO

Chief Administrative Officer Schad noted that this is the franchise fee, which usually comes to the Board of Finance. She noted that utilities of this nature should pay 2.5% of their gross revenues of their franchise fees, according to City ordinance. She said that the annual revenue is anticipated to be around \$5.3 million annually, which would entail approximately \$132,500 per year of additional revenue per year to the General Fund.

Councilor Magee expressed support for the franchise fee component, though not necessarily the project in its entirety.

MOTION by Councilor Barlow, SECOND by City Council President Paul, to approve and recommend that the City Council approve and authorize the Mayor to sign the Franchise Fee Agreement regarding payment of Franchise Fees with the District Energy Project, subject to the review and approval by the City Attorney's Office.

VOTING: unanimous; motion carries.

4.0 ADJOURNMENT

4.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 5:43 PM.

RScty: AACoonrad



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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

MEMORANDUM

TO: Board of Finance, City Council

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

DATE: December 4 and December 11, 2023

CC: Meagan Tuttle, Director, OCP
Charles Dillard, Senior Planner, OCP
Chapin Spencer, Director, DPW

RE: Community Partnership for Neighborhood Development
Grant Acceptance

Request:

The Community & Economic Development Office (“CEDO”) in cooperation with the Office of City Planning (OCP) and Department of Public Works (DPW) is requesting that the Board of Finance and City Council approve and authorize the acceptance of a Vermont Agency of Commerce and Community Development (ACCD) Community Partnership for Neighborhood Development grant funds for South End Innovation District Neighborhood Planning. The grant amount is \$133,000 with no local match. The Grant funds will be used for conceptual design of public realm elements of the coordinated redevelopment at 68 Sears Lane, 125 Lakeside Avenue, and 175 Lakeside Avenue.

Background:

In July 24 2023, City Council unanimously approved the South End Innovation District (SEID) zoning amendment, which was developed with the intent to promote a vibrant urban district with a mix of uses, including hundreds of new homes and neighbors coexisting with new spaces for arts, light manufacturing and other commercial uses. The SEID covers 14 vacant or underutilized parcels on the west side of Pine Street between Howard Street and Sears Lane, including the City-owned 68 Sears Lane parcel.

In anticipation of this Zoning Amendment, on January 31, 2023 the Administration entered into

a Memorandum of Understanding (MOU) with the owners of land parcels neighboring City-owned property in the South End: Champlain College, owners of 175 Lakeside Avenue, and Ride Your Bike, LLC, owners of 125 Lakeside Avenue – which is being developed by the same developers as the nearby Hula Lakeside. The purpose of the MOU is to facilitate a conceptual design and framework for the coordinated redevelopment of the parcels resulting in a vibrant, sustainable, and accessible mixed-use neighborhood. The MOU creates a framework for a collaborative and efficient planning process for multiple independently owned sites, with the goal of informing a future Development Agreement. Any future development agreements would be subject to Council approval. You can see the executed MOU [here](#).

Much of the work outlined in the MOU is being funded by the Chittenden County Regional Planning Commission through FHWA/FTA consolidated metropolitan (PL) funds that flow through the Regional Planning Commission. The 20% match required for this planning work is being split three ways between the City of Burlington, Ride Your Bike and Champlain College. You can read more about the South End Coordinated Redevelopment [here](#).

These ACCD grant funds will allow the City to procure design services for conceptual design of:

- Streetscape - Public rights of way, including streets and multi-use car-free paths within the coordinated redevelopment area, incorporating spaces for walking, cycling, green stormwater infrastructure, furniture, wayfinding and other elements as needed;
- 68 Sears Lane – Conceptual site design of the City-owned property including potential building typologies and locations, open spaces, paths, stormwater infrastructure and other elements as needed; and
- Mobility Hub: - the mobility hub will explore the following components: secure, indoor bicycle parking facility for residents and visitors, including locker and shower facilities; indoor transit amenities, including shelter; wayfinding; car share bank; rooftop uses such as open space or agricultural uses; and car parking for SEID residents and visitors. The Mobility Hub conceptual design will explore opportunities to facilitate increased transit ridership to and from the SEID, as well as to provide on-site amenities for a future light- or commuter-rail facility adjacent to the subject properties.

This conceptual design work is intended to position the City in coordination with MOU partners to apply for additional funding for 100% design and/or construction of the public realm components of coordinated redevelopment area.

The City's application for the Community Partnership for Neighborhood Development Grant Acceptance was for \$300,000 and included additional activities such as funding for legal services, development financing technical assistance, and an artist live/work market study. (You can see the full, proposed scope, [here](#).) The City received a partial funding award and was directed by ACCD to focus the funding on the public realm and mobility hub conceptual design services. The other proposed activities are unfunded at this time and will not occur

until funding is available.

Funding

This work will be funded by the Community Partnership for Neighborhood Development Grant.

Attachments

1. ACCD Award Letter
2. Grant Award Conditions and Acknowledgements Form
3. Standard State Provisions for Contracts and Grants
4. Project Description and Budget

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to execute the Grant Award Conditions and Acknowledgements Form from the Agency of Commerce and Community Development (ACCD) for the conceptual design of the public realm elements of the South End Coordinated Redevelopment area and to accept and execute a reimbursable grant with ACCD, in an amount up to \$133,000 and further authorize the upfront expenditure of such grant funds on the condition that such grant funds are reimbursed pursuant to the grant terms, subject to final review and approval by the City Attorney's Office.

City Council Motion:

To approve and authorize the Director of the Community & Economic Development Office to execute the Grant Award Conditions and Acknowledgements Form from the Agency of Commerce and Community Development (ACCD) for the conceptual design of the public realm elements of the South End Coordinated Redevelopment area and to accept and execute a reimbursable grant with ACCD, in an amount up to \$133,000 and further authorize the upfront expenditure of such grant funds on the condition that such grant funds are reimbursed pursuant to the grant terms, subject to final review and approval by the City Attorney's Office.

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED JULY 1, 2016**

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 the 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. In the event the State withholds approval to settle any such claim, then the Party shall proceed with the defense of the claim but under those circumstances, the Party’s indemnification obligations shall be limited to the amount of the proposed settlement initially rejected by the State.

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 in the event that 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.

The Party agrees that in no event shall the terms of this Agreement nor any document required by the Party in connection with its performance under this Agreement obligate the State to defend or indemnify the Party or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party except to the extent awarded by a court of competent jurisdiction.

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 the 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 the Contract, 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. Federal Requirements Pertaining to Grants and Subrecipient Agreements:

A. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, 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 the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, 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 the case that this Agreement is a Grant funded in whole or in part by Federal funds, in accordance with 2CFR 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.

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 the 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 the 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 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 23 ("Certification Regarding Use of State Funds"); Section 31 ("State Facilities"); and Section 32 ("Location of State Data").

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. Certification Regarding Use of State Funds: In the case that 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.

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

25. 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.

26. 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.

27. 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.

28. Termination: In addition to any right of the State to terminate for convenience, the State may terminate this Agreement as follows:

- 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. No Implied Waiver of Remedies:** A 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.

29. 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.

30. 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.

31. 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.

32. 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 continental United States, except with the express written permission of the State.

(End of Standard Provisions)

South End Innovation District Planning

Work Plan & Budget

Revised to match funding available 11/27/2023

Public Realm and Mobility Hub Conceptual Design Services

The South End Innovation District (SEID) is intended to be a dense, vibrant and dynamic mixed-use district. The district's official policy is that sites should incorporate ample public and private open space and include extensive networks of accessible paths that are free of cars. Streets in the SEID are to be constructed in a manner that allocates the majority of their space to pedestrians and cyclists. Site and building design in the SEID should support public and ecological health to the highest possible degree. Parking uses, including structures, are intended to be located along the most heavily-trafficked roads to encourage residents, employees and visitors to park at the district's edge and travel on foot, by bike, or other mode of transportation that is compatible with Burlington's climate and public health objectives. To all of these sustainable district design ends, the following design services are sought:

- Streetscape: The City will contract with one or more urban design and/or landscape architectural firms to collaborate on conceptual design of multiple public rights-of-way, including streets and multi-use, car-free paths. Design will incorporate space(s) for walking, cycling and other wheeled, non-car mobility options; green stormwater infrastructure; furniture; wayfinding; and other elements as needed.
- 68 Sears Lane site design: The City will contract with one or more urban design, architectural and/or landscape architectural firms to collaborate on conceptual site design of the city-owned property at 68 Sears Lane. Site design will include conceptual building typology and location, and landscape design of the site, including open spaces, paths, stormwater infrastructure, and other elements as needed. The conceptual site design for 68 Sears Lane will respond to, and integrate with, the selected development framework for the 3-parcel area making up this new neighborhood.
- Mobility Hub: The City will contract with one or more urban design and/or transportation planning and engineering firms for the conceptual design of a mobility hub. The mobility hub may include, but not be limited to, the following components: secure, indoor bicycle parking facility for residents and visitors, including locker and shower facilities; indoor transit amenities,

including shelter; wayfinding; car share bank; rooftop uses such as open space or agricultural uses; and car parking for SEID residents and visitors. The Mobility Hub conceptual design will explore opportunities to facilitate increase transit ridership to and from the SEID, as well as to provide on-site amenities for a future light- or commuter-rail facility adjacent to the subject properties.

Task 1: Procure consultant(s)

Task 2: Kickoff

Task 3: Develop conceptual plans + team review

Task 4: Community workshop

Task 5: Revise conceptual plans + team review

Task 6: Open House / Public Meeting

Task 7: 30% design plans and cost estimates

Deliverables: 30% design drawings for identified streetscapes and other public rights-of-way; Illustrative renderings of rights-of-way; 30% design drawings for conceptual residential and/or mixed-use development and associated site at 68 Sears Lane; Mobility Hub C design drawings; and Cost Estimates

Public Realm Design Budget: \$133,000

State of Vermont
Department of Housing and Community Development
National Life – Davis Building [phone] 802-636-7560
One National Life Drive
Montpelier, VT 05620-0501

Agency of Commerce and
Community Development

Community Partnership for Neighborhood Development Grant Award Conditions and Acknowledgement Form

City of Burlington
149 Church St, Burlington VT 05401

In order to receive Community Partnership Grant funds, you must fulfill all of the following Award Conditions and be offered a formal Grant Agreement contract from the Department of Housing & Community Development (Department). Absolutely **NO WORK** can be conducted on the Project until you receive a final Grant Agreement contract signed by you and the State.

PLEASE BE ADVISED: THIS FORM IS NOT YOUR GRANT AGREEMENT CONTRACT.

The following Award Conditions must be met **BEFORE** a Grant Agreement contract being offered to you by the Department:

1. Grantee self-certifies that they are in good standing with the Vermont Department of Taxes, as set forth as an eligibility requirement in the *Program Description*. Organizations that are not in good standing with the Vermont Department of Taxes are not eligible to receive State grant funding.

I acknowledge and understand Condition #1. Please initial here _____.

2. Absolutely **NO WORK** can be conducted on the Project until Grantee has received a final Grant Agreement contract signed by Grantee and the State. Beginning work prior to obtaining a final Grant Agreement contract may result in the forfeiture of these funds.

I acknowledge and understand Condition #2. Please initial here _____.

3. This application has been partially funded, please submit a revised budget that reflects this partial award. **Revised budget should prioritize the public realm and mobility hub conceptual design services.**

I acknowledge and understand Condition #3. Please initial here _____.

4. Grantee acknowledges that this is a pre-development grant, and the development must abide by the affordability thresholds established in the grant criteria: Project will provide for a mix of housing types, styles, tenure, and sizes to accommodate diverse households of varying composition, age, and income, including not less than 35 percent of the homes



affordable at 80 percent of the area median income, which includes 25 percent of the units with perpetual affordability.

I acknowledge and understand Condition #4. Please initial here _____.

5. Grantee must submit, if applicable, a copy of the most recent financial audit.

I acknowledge and understand Condition #5. Please initial here _____.

6. Grantee must submit written policies regarding: (1) conflict of interest; (2) procurement; (3) financial management; (4) fair labor standards.

I acknowledge and understand Condition #6. Please initial here _____.

7. Grantee hereby acknowledges that they have read and understand all of the [Standard State Provisions for Contracts and Grants, otherwise known as Attachment C](#) of the grant agreement, and have had the opportunity to consult with legal counsel as needed, and hereby agree to all of the same.

I acknowledge and understand Condition #7. Please initial here _____.

8. What type of accounting system does your municipality/organization use.

Manual, Automated, or Combination of both? _____

9. Does your organization have an accounting system that will allow you to completely and accurately track the receipt and disbursement of funds related to the award?

Yes or No? _____

Once the above Award Conditions are fulfilled, the Department will prepare a formal Grant Agreement contract for Grantee's signature and the State's signature.

Please read and sign the Acknowledgement below and return a copy of the fully initialed and signed Award Conditions and Acknowledgement Form, and any other requested documents to:

Department of Housing & Community Development, Community Planning & Revitalization
Attn: Amy Tomasso
Amy.Tomasso@vermont.gov

by **December 8, 2023**. Please keep one copy for your records. Your failure to meet this deadline may result in the forfeiture of these funds.

State of Vermont
Department of Housing and Community Development
National Life – Davis Building [phone] 802-636-7560
One National Life Drive
Montpelier, VT 05620-0501

*Agency of Commerce and
Community Development*

ACKNOWLEDGMENT

By: _____

Title: _____

Printed
Name: _____

Date: _____



State of Vermont
Department of Housing and Community Development
National Life – Davis Building [phone] 802-828-1948
One National Life Drive
Montpelier, VT 05620-0501

Agency of Commerce and
Community Development

November 17, 2023

Samantha Dunn, Assistant Director of Community Works, City of Burlington
149 Church St
Burlington VT 05401

**THIS LETTER CONTAINS IMPORTANT INFORMATION AND
TIME-SENSITIVE INSTRUCTIONS**

Congratulations!

I am pleased to inform you that the Community Partnership for Neighborhood Development review team has awarded Grant Funds in an amount of \$133,000 to fund your application.

Nine applications were submitted, requesting \$2,484,733 in funding. Due to the level of interest, this was a competitive round of applications. Seven grants were awarded, or partially awarded this round, totaling \$900,000.

To accept this award of grant funding, please refer to the accompanying Award Condition and Acknowledgement Form. **You must return these materials by December 8, 2023.**

Once the applicable pre-award conditions are fulfilled, the Department will prepare a formal Grant Agreement for your signature and the State's signature. **You cannot start any work on the Project until the Grant Agreement contract is signed by both you and the State.** You will have no later than June 30, 2026, to complete your Project.

If you have any questions, please do not hesitate to contact either [Amy Tomasso](#), or [Jenni Lavoie](#).

Again, congratulations on your award receipt, and your commitment to increasing inclusive, smart-growth neighborhoods in Vermont! The Department of Housing & Community Development looks forward to working with you.

Sincerely,

Alexander R. Farrell

Alex Farrell
Commissioner
Department of Housing & Community Development



Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Samantha Dunn

Title/Subject: South End Coordinated Redevelopment ACCD Grant Acceptance

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	Concurrent	Click or tap to enter a date.

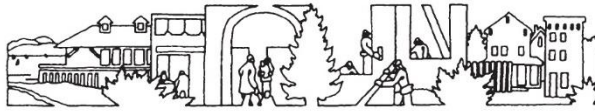
This form must be completed by the person submitting the materials, and sent with the final submission. Please do not indicate that a signoff was received until it has actually been obtained.

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/29/2023	Brian Pine
Mayor's Office informed and approved memo	Yes	11/29/2023	Jordan Redell
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	11/27/2023	Jared Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/27/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	11/27/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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

MEMORANDUM

TO: Mayor Miro Weinberger
Board of Finance

FROM: Christine Curtis, Senior Community Development Specialist, Grants & Finance, CEDO
Todd Rawlings, Assistant Director, Grants & Finance, CEDO
Brian Pine, CEDO Director

DATE: December 4, 2023

RE: **Authorization to submit Substantial Amendment for changes to the Community Development Block Grant (CDBG) funding allocations in the 2023 Annual Action Plan**

Summary

The Community & Economic Development Office (CEDO) is seeking authorization to submit to the U.S. Department of Housing and Urban Development (HUD) a substantial amendment to the 2023 Annual Action Plan (“Action Plan”). Per the City’s Citizen Participation Plan, a substantial amendment to an Action Plan must be authorized by the Mayor and Board of Finance and is subject to a thirty-day public comment period. The amended Action Plan was released on November 17, 2023, duly advertised in Seven Days on November 22, 2023, and comments will be accepted through December 18, 2023. This is the first substantial amendment to the City’s 2023 Annual Action Plan and reallocates program income received in October 2023, as well as funds from a cancelled activity in a previous program year. A summary of the proposed programs funded in this substantial amendment is included below and more details can be found in the Amended 2023 Annual Action Plan attachment.

Overview

Per the proposed amended Annual Action Plan, below is a summary of the additional CDBG resources received by CEDO and the proposed plan to reallocate these resources:

- \$175,000 of Program Income
 - This is a payment to the City from Steps to End Domestic Violence (“Steps”) received in October 2023 triggered by the sale of Steps’ property at 315 Colchester Avenue that was originally purchased, in part, with CDBG funds.

- Per CDBG regulations, if a property purchased with CDBG funds no longer meets a national objective due to a change of use in the property, a percentage of funds must be repaid based on the current market value of the property at the time of sale.
- The City is proposing to allocate these funds back to Steps for necessary improvements to their heating, ventilation, and air conditioning system at their new domestic violence shelter.
- \$170,000 Prior Year Resources
 - CDBG funds were allocated to ANEW Place in April 2022 for a rehabilitation project at the Champlain Inn, a low-barrier shelter.
 - ANEW used other federal funds for the rehabilitation project and these CDBG funds were not used.
 - The Champlain Inn is now under new ownership and management and the City is proposing to allocate:
 - \$95,000 to the Champlain Valley Office of Economic Opportunity for operational costs of the facility
 - \$75,000 to the Champlain Housing Trust to install a privacy and security fence at the Champlain Inn property

Attachments

- Amended 2023 Annual Action Plan to be submitted to the U.S. Department of Housing and Urban Development
- Seven Days Public Notice

Requested Actions

Board of Finance:

Move to approve and authorize the Director of the Community & Economic Development Office to, on or after December 19, 2023, submit a substantial amendment of the City's 2023 Annual Action Plan to HUD for changes to the CDBG funding allocations in accordance with the proposed actions stated herein and as summarized below:

- \$175,000 to Steps for necessary improvements to their heating, ventilation, and air conditioning system at their new domestic violence shelter; and
- \$95,000 to the Champlain Valley Office of Economic Opportunity for operational costs of running a low barrier shelter at the Champlain Inn; and
- \$75,000 to the Champlain Housing Trust to install a privacy and security fence at the Champlain Inn property.

2023 Action Plan for Housing & Community Development

City of Burlington, Vermont



Amended November 17, 2023

Prepared by Christine Curtis
Community & Economic Development Office
Room 32 – City Hall
149 Church Street
Burlington, VT 05401
(802) 865-7144
www.burlingtonvt.gov/CEDO

This document is available upon request in alternative format for persons with disabilities.

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Note: this is the first amendment to the 2023 Annual Action Plan, a substantial amendment to adjust the proposed uses of Community Development Block Grant (CDBG) funds. All amendments are highlighted throughout the document.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The 2023 Action Plan explains how the City plans to spend the Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) funds that the City receives from the U.S. Department of Housing & Urban Development (HUD), together with other leveraged resources, during the upcoming program year beginning on July 1, 2023. The national CDBG program is a principal revenue source to grow local communities and improve the quality of lives for low- and moderate- income residents. The HOME program is designed to create affordable housing for low-income households through building, buying, and/or rehabilitating housing for rent or homeownership.

The overall goal of these community planning and development programs is to develop viable communities by providing decent housing, expanded economic opportunities, and a suitable living environment, principally for low- and moderate-income persons. HUD administers these programs on a national basis and awards grants to entitlement communities and participating jurisdictions – including the City of Burlington – each year on a formula basis. The City in turn awards grants and loans to local nonprofits as well as providing direct services to residents and businesses through several CDBG-funded programs.

2. Summarize the objectives and outcomes identified in the Plan

Affordable housing continues to be the City's highest overall priority under this Consolidated Plan. Cost of housing, age of the housing stock, and a low vacancy rate are three significant factors that contribute to the need for affordable housing in Burlington. The following initiatives are on the City's housing agenda during this 5-year Consolidated Plan: preserving as many affordable units as possible; creating new affordable units, renovating rental and owner-occupied affordable housing, and promoting homeownership among income-qualified households. The City views investment of CDBG funds into activities that help residents to become and/or remain housed and living independently as an effective investment.

Economic opportunity is the City's next highest priority. As the state's largest city, Burlington must continue to be an economic engine for the region and state. The City uses CDBG funding

to focus on job creation and retention through technical assistance for businesses, and to support low-income residents in business ownership through entrepreneurial training and loans. These effective and cost-efficient uses of CDBG resources create and retain businesses and jobs, leverage other resources, increase tax revenues to support City services, support local ownership, and revitalize neighborhoods.

The City has also historically used CDBG to address barriers to economic opportunity. Access to affordable, quality early child care is one example; this is an identified community priority and an activity with multiple long-term impacts including: the ability of parents to get and keep a job, children's success in school, reduction of public safety costs, and ultimately the quality of the local workforce. In addition, low income persons need assistance in filing tax returns and developing financial literacy. The City chooses to be flexible in its funding choices in this area in order to respond to shifting needs and resources, emerging opportunities and crises, and changing economic conditions.

A suitable living environment is the City's third priority overall. The City has a limited capacity to fund social services out of municipal resources, and has historically used the maximum (15%) available CDBG resources to support the provision of social services by local nonprofits. The City also uses CDBG to support public facilities and infrastructure, as well as nonprofit facilities, where there is support for the project and no other resources.

3. Evaluation of past performance

The City continues to focus its CDBG and HOME dollars on high priority activities, primarily comprised of housing, economic development, and suitable living environment projects. Burlington continues to focus essentially all expenditures to assist low and moderate-income persons, as a result approximately 99% of CDBG beneficiaries fall in the low to moderate income category.

Below are the City's most recent highlights of past performance that contributed to the selection and focus of this year's goals and projects.

Highlights of Outcomes

The City's highest priority under its Consolidated Plan is affordable housing. Highlights include:

- In January 2021, the City of Burlington's Lead Program received \$3,566,466.80 in lead hazard control funds and \$530,000 in healthy homes supplemental funding to reduce other health hazards such as asbestos, tripping, and inoperable windows found in homes. During the reporting period of July 1, 2021 – June 30, 2022, the Lead Program

completed testing for Lead-Based Paint hazards in 51 housing units, performed Lead Hazard Control activities in 10 rental housing unit, performed Healthy Home interventions in 10 rental housing units, trained 99 individuals on the VT Essential Maintenance Practices Lead Law (EMP), trained 5 individuals on the EPA Renovate, Repair and Painting (RRP) Rule, and conducted 12 Outreach and Education events that reached over 460 individuals.

- HOME projects were completed during the program year, with 33 new or preserved affordable housing units.
- Pathways Vermont served 42 individuals experiencing homelessness by providing a variety of housing support services including service coordination, housing location services, retention supports, benefits coordination, and mental health and substance use services.
- Through CDBG-funded partners, 9 households achieved the goal of homeownership.
- Rehabilitation of 2 owner-occupied units was completed enabling low income households to stay in their homes.

Economic opportunity is the City's next overall priority. Highlights include:

- CEDO and CDBG funded partners provided technical assistance to 97 microenterprises.
- In order meet the needs of working families, early childhood services were provided at three sites. The ECHO Early Learning Center site served 96 persons, while the Lund Early Childhood Program served 39, and the Sara Holbrook Center Elementary After School Program served 63.
- The Volunteer Income Tax Assistance (VITA) program served 659 Burlington residents, providing tax preparation and other income tax related assistance.
- CDBG-funded partner, ReSOURCE of Burlington provided job training assistance for 7 low- income Burlington residents.

A suitable living environment is the City's third priority. Highlights include:

- CDBG-funded agency Steps to End Domestic Violence, provided emergency shelter and services to over 299 homeless residents.
- Development work, including site work and construction, continued at the Moran – FRAME project.

4. Summary of Citizen Participation Process and consultation process

The Community & Economic Development Office is the lead agency responsible for overseeing the development of the Action Plan and for administering the CDBG and HOME programs. The Citizen Participation Plan was followed for the development of this Plan. A Public hearing was held on May 15th 2023 at a City Council meeting. The hearing was published in a local paper. Organizations were consulted, including the Continuum of Care.

The most meaningful way in which Burlington residents participate in the Action Plan process is their involvement in the nuts and bolts of spending decisions. Each of the City's eight wards (Neighborhood Planning Assemblies) elects a representative to the CDBG Advisory Board; and collectively, those residents have a majority voice in making recommendations to the Mayor about how to spend the City's CDBG funding each year. The NPAs are grassroots associations, created by City Charter, which exist in each of the City's wards and meet monthly as organized, democratic forums where neighbors can learn about public issues that affect them and advise city government of their concerns and needs. The Board's recommendations have traditionally been adopted without change by the Mayor and City Council.

The City engaged in alternative public involvement techniques during the development of this Plan. The Plan was posted on the City's website and citizens were invited to comment via social media and email lists.

The public comment period will begin on April 26th, 2023 and end on May 30th, 2023.

The public comment period for the first substantial amendment will begin on November 17th, 2023 and end on December 18th, 2023.

5. Summary of public comments

See summary of public comments attachment

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

To summarize, the following document represents the housing, community and economic development needs and priorities as well as the chosen projects and activities to implement for the City of Burlington's 2023 Action Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Burlington, VT	Community & Economic Development Office
HOME Administrator	Burlington, VT	Community & Economic Development Office

Table 1 – Responsible Agencies

Narrative (optional)

The Community & Economic Development Office (CEDO) is a department of the City of Burlington. The department engages our community to build an equitable, healthy, safe, and vibrant city with opportunities for all. CEDO staff members and programs seek to foster economic vitality; preserve and enhance neighborhoods, quality of life, and the environment; and promote equity and opportunity for all residents of Burlington. In support of its mission, CEDO works in partnership with citizens, the public and private sector, and other City departments to: strengthen the quality of life in Burlington's neighborhoods; preserve and develop decent, safe and affordable housing opportunities; maintain and improve the vitality of Downtown, the Pine Street area and neighborhood business districts; encourage a thriving business sector; foster job growth and employment opportunities; increase civic engagement and citizen participation; support the delivery of human services; and revitalize Burlington's waterfront.

CEDO is funded through various grant and municipal sources, including Federal and State grants, the Housing Trust Fund and a portion of General Fund dollars. CEDO divisions include: Grants and Finance, Community Works, Initiative to End Homelessness, Opportunities and Engagement, and the Community Justice Center. In addition, CEDO has administrative/fiscal staff.

Consolidated Plan Public Contact Information

Christine Curtis

Community Development Specialist

CEDO

149 Church Street Room 32

Burlington, VT 05401

ccurtis@burlingtonvt.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

Since 1983, the City has dedicated much of its housing and community development resources to supporting a network of nonprofit organizations to act as partners in producing & preserving affordable housing and protecting the City's most vulnerable residents. This nonprofit infrastructure functions as the principal housing & social services delivery system to help the City move towards its housing goals and alleviating poverty.

Collaboration begins with a focus on assembling the right people or agencies at the table, clearly defining roles and responsibilities, sharing a common mission, and developing good communication. This basic collective impact model has been effective for current collaborations.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Burlington consults with numerous organizations in the development of the 5 Year Consolidated Plan, the Assessment of Fair Housing, and the Action Plan. The process includes formal and informal meetings, surveys, discussions, and focus groups. The process of developing the Assessment of Fair Housing began in 2017 with a housing and neighborhood survey; the City received over 700 responses. The City also met with over 23 agencies, all of the Neighborhood Planning Assemblies, service beneficiaries, and residents in Burlington Housing Authority units. Over 2,400 postcards, in 3 different languages, were mailed to all residents of Burlington Housing Authority. This extensive outreach informed the strategic goals of both the Assessment of Fair Housing and the current 5-year Con Plan (2018-2023).

The Chittenden County Homeless Alliance (CCHA) continues to develop a common agenda and embrace several best practices including using a common assessment tool for Coordinated Entry, prioritizing those units for the most vulnerable, implementing a community wait list, and using a shared information management system with the Balance of State. Burlington's homelessness and non-profit housing providers continue to meet monthly with stakeholders including Champlain Housing Trust, Agency of Human

Services, Community Health Centers of Burlington (CHCB), Howard Center, Steps to End Domestic Violence, Spectrum, and Veterans organizations to coordinate housing and supportive services for those experiencing homelessness and other low-income residents.

Collaboration between the City and Burlington's non-profit and government partners, already robust, expanded significantly in response to the COVID-19 pandemic and that collaboration continues into 2023. The City is currently supporting a Burlington Aging Council, which was established to create an Action Plan for an Age-Friendly City and to provide policy input to the Burlington administration.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Chittenden County Homeless Alliance (CCHA) consists of a consortium of nonprofit organizations, local businesses, and local/state/federal agencies in the greater Burlington metropolitan area, with the City of Burlington's Community & Economic Development Office (CEDO) serving as the Collaborative Applicant, Co-Chair of the Steering Committee, Strategic Planning, Point-in-Time (PIT) count, Data Quality, and Membership and Outreach Committees. Each Committee of the Alliance holds monthly meetings of its steering committee and sub-committees and supports coordination of services for families, youth, and single adults who are experiencing homelessness. Coordination between the agencies is enhanced with member participation on both the steering committee and sub-committee levels.

The Continuum of Care (CoC) coordinates the implementation of a housing and service system (from outreach to housing to services) that meet the needs of individuals and families experiencing homelessness. Street outreach teams, Vermont 211, and daytime shelter all serve to connect with those experiencing homelessness and identify services/needs, including housing placement. Housing providers work to rapidly re-house, stabilize, or provide housing as quickly as possible, while supportive service agencies provide case management and additional services. Providers serve the chronically homeless, families with children, veterans, unaccompanied youth, and those at risk of homelessness.

Member agencies work together to meet the needs of those chronically homeless, and recent efforts include an improved system of outreach, prioritization of resources, and coordinated entry along with increased permanent supportive housing options for chronic homeless and support services. An emphasis includes housing retention (with services and case management) due to a low vacancy rate in this jurisdiction. Agencies work with local landlords to reduce the barriers of renting to those chronically homeless.

The CoC providers work to identify, move into stable housing, and provide essential services for households with children experiencing homelessness as well as develops partnerships with private and public housing providers to ensure access to housing units. Each CoC program that serves children has children's advocates or specially trained staff to ensure that the children's need for safety, nurturing, education, and stability are met.

The CoC partners with local, state, and federal organizations to combat homelessness among veterans and continues to prioritize bringing veterans homelessness to functional zero through coordinated entry. Outreach has increased to veterans at shelters. Previously un-identified veterans were enrolled in VA care and many are now housed through VA housing programs.

A continuum partner provides emergency services to youth ages 16-22 who have run away, are homeless, or at risk of homelessness. Supported housing includes emergency shelter and transitional housing for youth who have left foster care and are homeless. Youth are provided with individual/family counseling, mental health/substance abuse assessment and treatment, case management, medical services, educational planning, employment support, life skills, jobs training, and mentoring. Another local program provides job and life skills training to at-risk youth while helping them complete their high school education.

CDBG funds have been targeted to address emerging needs identified through the CoC. Public Service funds were used to fund housing navigation for permanent supportive housing programs.

The CoC works in consultation with Built for Zero, a national initiative to support communities with achieving Functional Zero through improved systems coordination, reliance on quality data, and learning from other communities with racial equity at the center of this work.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

ESG funding allocations are made by the State of Vermont. Several state offices, including the Office of Economic Opportunity which administers ESG participate actively in the CoC and its numerous committees, including strategic planning and coordinated entry. VT's Emergency Solutions Grant funds are blended with state funds and administered under the Housing Opportunity Grant Program. Funding decisions are based on thorough knowledge of this Continuum's operations and priorities, with an emphasis on how best to realize value for investment. The State solicits specific feedback from the CoCs and stakeholders through presentations, discussions, and surveys regarding priorities and how to allocate ESG funds to eligible activities as well provide an annual review of funding priorities and performance.

The Chittenden County Homeless Alliance has developed a single HMIS with the Vermont Balance of State including joint governance, policies and procedures. One of our CoC-funded projects supports the HMIS lead of the Institute of Community Alliances. The Alliance members use BitFocus/Clarity HMIS and the CoC will utilize reports and information for strategic planning.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	CHAMPLAIN VALLEY OFFICE OF ECONOMIC OPPORTUNITY
	Agency/Group/Organization Type	Services - Housing Services-homeless Services-Health Services-Education Service-Fair Housing

	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Anti-poverty Strategy Fair Housing
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This Agency was consulted on needs, progress, and upcoming goals.
2	Agency/Group/Organization	COMMITTEE ON TEMPORARY SHELTER
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted on needs, progress, and upcoming goals.
3	Agency/Group/Organization	CHAMPLAIN HOUSING TRUST
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted on needs, progress, and upcoming goals.
4	Agency/Group/Organization	Vermont Agency of Human Services

	Agency/Group/Organization Type	Other government - State
	What section of the Plan was addressed by Consultation?	Homelessness Strategy coordination of funds and services
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was involved in the review of potential CDBG projects and consulted on upcoming goals and strategies.
5	Agency/Group/Organization	Continuum of Care
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Members of the Continuum were consulted to update homeless progress, strategies, and goals. They were also consulted to review and comment on the Plan.
6	Agency/Group/Organization	BURLINGTON HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs HOPWA Strategy

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted for the needs assessment, market analysis, and status of public housing programs.
---	--

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agencies not consulted in our process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	CEDO	The goals to prevent homelessness, rapidly re-house the homeless, provide for basic needs, increase permanent housing overlap with our Strategic Plan goals to preserve affordable housing units, increase permanent supportive housing beds, protect the vulnerable through public services to the homeless and anti-poverty strategies.
planBTV	City of Burlington-Planning Department	The goals of economic development and increasing housing options overlap with planBTV's goals and recommendations for the City of Burlington and the downtown/waterfront areas.
ECOS	Chittenden Regional Planning Commission	There is a coordination with regional transportation and CEDS (Comprehensive Economic Development Strategy) for the City and then the County as a whole.
Housing Action Plan	CEDO	The goals of the Housing Action Plan are incorporated in the strategic plans for affordable housing and addressing the barriers to housing across the economic spectrum.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Continuum partners include agencies representing health which include the University of Vermont Medical Center and Community Health Centers of Burlington; agencies representing mental health and youth facilities (Howard Center and Spectrum); economic services, temporary assistance and food stamps (AHS – Economic Services). Other divisions within City Government include victim services, lead program, and housing services. Additionally, the private sector enhances the City's community development and housing efforts. Architects, engineers and attorneys assist nonprofit developers by providing skills and services to implement housing projects. Burlington's banks have responded to a changing market and changing obligations under the federal Community Reinvestment Act by finding a number of innovative ways of support new housing models, housing organizations, and approaches to affordable housing production. Local lenders also support neighborhood revitalization and small business development, financial education, and free tax preparation services for low-income taxpayers. The Burlington business community has been actively represented on most community advisory committees. They have provided resources and opportunities for residents to improve their quality of life.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

A public hearing was held in September 2022 to review the achievements published in the Consolidated Annual Performance and Evaluation Report (CAPER) and also hear any citizen input on housing and community development needs for the City. A notice about the availability of funds was published online and in Seven Days in the beginning of December of 2022 and a direct email notice provided to over 100 nonprofits, City departments and residents about the funding. An informational workshop was held for applicants. All applications are published online on the City of Burlington's website. The CDBG Advisory Board held three meetings in January 2023 – March 2023 to review all applications; the Board is comprised of representatives from the local Neighborhood Planning Assemblies, Mayoral selections, and representatives of state agencies. These citizens make the recommendations on how to spend CDBG funds locally, and these recommendations are conveyed to the Mayor and City Council. These recommendations are the foundation for the Action Plan. The recommendations of the Advisory Board are published online along with the draft Action Plan. An advertised public hearing was held on May 15th, 2023 on housing and community development needs in the City, the Advisory Board recommendations, and the draft 2023 Action Plan. The Plan was available for public comment for 30 days with outreach on social media (Facebook and Twitter) and the City of Burlington's website. These numerous efforts were made to broaden citizen participation in the City.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Hearing	Non-targeted/broad community	In September 2022, the City held a Public Hearing in regards to the use of CDBG funds and the accomplishments. City Staff and members of the public were present.	A member from CHT asked about ongoing programmatic assistance for certain organizations and made a correction to a CHT ownership item described in the document.		
2	Newspaper Ad	Non-targeted/broad community	Notice of funding availability for the 2023 CDBG Action Plan was advertised on December 7, 2022 in the Seven Days paper to the general public.			
3	Public Meeting	Nonprofits & potential sub-grantees	One workshop was held for potential sub-grantees on December 15,			

			2022 to offer technical assistance. Approximately 30 people attended from a variety of nonprofits.			
4	Internet Outreach	Non-targeted/broad community	The applications for CDBG funding were placed on the CEDO/City of Burlington website. The applications remain available for view online.			https://www.burlingtonvt.gov/CEDO
5	Newspaper Ad	Non-targeted/broad community	An ad was placed in Seven Days newspaper on April 26 th , 2023 as a legal notice for the public hearing on May 15 th , 2023 for the public comment period for the 2023 Action Plan.			

6	Internet Outreach	Non-targeted/broad community	The 2023 Action Plan was published online on the CEDO/City of Burlington website during the public comment period. Over 100 individuals and nonprofits, in addition to the CoC, received an email link to the Plan.			https://www.burlingtonvt.gov/CEDO
7	Public Hearing	Non-targeted/broad community	A public hearing was held on May 15 th , 2023. Attendance included members of the City Council and City Staff as well as members of the public.	<i>See summary of public comments attachment</i>	All comments were accepted	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	Public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$733,763	\$175,000	\$195,548	\$1,104,311	\$0	The City expects to leverage significant federal, state, local and private resources over the course of the Consolidated Plan.
HOME	Public-federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	\$413,934	\$0	\$271,375	\$685,309	\$0	The City expects to leverage significant federal, state, local and private resources over the course of the Consolidated Plan.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City anticipates \$23 million in housing resources for Section 8 and Housing Choice Vouchers, and approximately \$1.2 million (\$6 million over 5 years) in McKinney-Vento Homeless Assistance Act will be available to address needs and objectives identified in the Plan. While these are not resources that the City receives or controls, they provide a critical contribution to reaching the City's Action Plan goals. The City has also committed \$3 million in ARPA funds for housing activities. Furthermore, the City is implementing a \$3.6 million Healthy Homes Lead Grant covering the period of January 2021 through July 2024.

Overall, the City expects to leverage over \$30 million in state, local, private and other federal resources for its CDBG- and HOME-funded activities. These are funds that the City and its subgrantees expect to raise for their budgeted activities as well as funds that the City expects outside entities to invest in development activities.

The City will meet or exceed the requirement that "contributions must total not less than 25% of funds drawn from the jurisdiction's HOME Investment Trust Fund Treasury account in that fiscal year," excluding funds drawn for administrative and planning costs pursuant to 24 CFR 92.207. Sources of matching funds include, but are not limited to, the Vermont Housing & Conservation Trust Fund, the Burlington Housing Trust Fund, waiver of impact fees, and Burlington Electric Department energy efficiency grants to affordable housing projects.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

There is no City owned land or property that is appropriate to be used to address the needs identified in the Plan

Discussion

CDBG's anticipated resources includes \$25,548 of prior year 2020 funds that will be used to fund a public service project in the 2023 program year. Public Service projects are capped at 15% of the annual CDBG allocation but, the public service cap was waived for the 2020 allocation for activities that will prevent, prepare for, and respond to coronavirus. The City will use \$25,548 of prior year 2020 funds for a public service project that was designed specifically to respond to the coronavirus while funding the remaining public service projects with 2023 funds which is capped at 15% of the 2023 allocation. This funding adjustment will be accurately reflected in the City's 2023 Consolidated Annual Performance and Evaluation Report (CAPER) – PR26. An additional \$170,000 of prior year resources has been added due to a development project that was cancelled from the 2021 Action Plan – ANEW Place's Champlain Inn Rehabilitation project. \$95,000 of the \$170,000 prior year resources are 2019 funds that will fund a Public Service project that will prevent, prepare for, and respond to coronavirus. This \$95,000 allocation is allowable because the 15% public service cap for the 2019 allocation was waived by HUD. Approximately \$175,000 of program income was received from Steps to End Domestic Violence due to the sale of their property that was originally funded, in part, with CDBG funds. The prior year resources and program income funds will be committed to activities that will begin following the approval of this amendment. See "Projects" section below for more details on these activities.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	DH 1.1 Protect the Vulnerable - New Perm Supp Hous	2018	2023	Affordable Housing Homeless	City-Wide	AFH - Increase Affordable Housing Opportunities	CDBG: \$0 HOME: \$0	Housing for Homeless added: 0
2	DH1.2 Protect the Vulnerable New Special Need Hsng	2018	2023	Affordable Housing Non-Homeless Special Needs	City-Wide	AFH - Increase Affordable Housing Opportunities	CDBG: \$0 HOME: \$0	Rental units constructed: 0
3	DH 2.1 Acquire/Rehab - Rental or Owner Units	2018	2023	Affordable Housing	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	AFH - Maintain or Preserve Affordable Housing	CDBG: \$157,596 HOME: \$0	Homeowner Housing Rehabilitated: 10 Household Housing Unit Rental Units Rehabilitated: 19 Household Housing Unit
4	DH 1.3 Create New Affordable Housing	2018	2023	Affordable Housing	City-Wide	AFH - Increase Affordable Housing Opportunities	CDBG: \$0 HOME: \$643,916	Rental units constructed: 2 Household Housing Unit
5	DH 1.4 Promote new homeownership buyer assist	2018	2023	Affordable Housing	City-Wide	AFH -Housing Resources to LMI residents, homeowner	CDBG: \$0 HOME: \$0	Direct Financial Assistance to Homebuyers: 0

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	DH 2.2 Protect the Vulnerable - Lead Hazard	2018	2023	Affordable Housing	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	AFH - Maintain or Preserve Affordable Housing AFH -Housing Resources to LMI residents, homeowner	CDBG: \$0 HOME: \$0	Rental units rehabilitated: 0 Homeowner Housing Rehabilitated: 0
7	DH 3.1 Protect the Vulnerable Hsng Retention Svcs	2018	2023	Affordable Housing Homeless Non-Homeless Special Needs	City-Wide	AFH - Maintain or Preserve Affordable Housing AFH -Housing Resources to LMI residents, homeowner	CDBG: \$0 HOME: \$0	Public service activities for Low/Moderate Income Housing Benefit: 0
8	EO 1.1 Support Microenterprises	2018	2023	Non-Housing Community Development	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	AFH - Increase Employment/Economic Opportunities	CDBG: \$176,350 HOME: \$0	Businesses assisted: 142 Businesses Assisted
9	EO 1.2 Retain/Create Jobs	2018	2023	Non-Housing Community Development	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	AFH - Increase Employment/Economic Opportunities	CDBG: \$0 HOME: \$0	Jobs created/retained: 0
10	EO 1.3 Reduce Economic Barriers - Early Childhood	2018	2023	Non-Housing Community Development	City-Wide	Reduce Barriers to Economic Opportunities	CDBG: \$10,064 HOME: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 26 Persons Assisted
11	EO 1.4 Reduce Economic Barriers - Access Resources	2018	2023	Non-Housing Community Development	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	Reduce Barriers to Economic Opportunities	CDBG: \$53,048 HOME: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 672 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
12	SL 1.1 Provide Public Services Homeless	2018	2023	Homeless	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	AFH -Housing Resources to LMI residents, homeowner Provide Public Services to At Risk Population Protect the Vulnerable	CDBG: \$147,500 HOME: \$0	Public service activities for Low/Moderate Income Housing Benefit: 88 Households Assisted Public service activities other than Low/Moderate Income Housing Benefit: 40 Persons Assisted Homeless Person Overnight Shelter: 475 Persons Assisted
13	SL 1.2 Provide Public Services	2018	2023	Non-Housing Community Development	NEIGHBORHOOD REVITALIZATION STRATEGY AREA	Provide Public Services to At Risk Population Protect the Vulnerable	CDBG: \$20,000 HOME: \$0	Public service activities other than Low/Moderate Income Housing Benefit: 240 Persons Assisted
14	SL 1.3 Improve Public Facilities & Infrastructure	2018	2023	Non-Housing Community Development	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	Improve Public Facilities or Infrastructure	CDBG: \$393,000 HOME: \$0	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 35,861 Persons Assisted
15	SL 1.4 Remediation of Brownfields	2018	2023	Affordable Housing Non-Housing Community Development	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide	Clean-up of Contaminated Sites	CDBG: \$0 HOME: \$0	Brownfield acres remediated: 0

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
16	Planning and Administration	2018	2023	Planning, Administration, Fair Housing		Planning and Administration	CDBG: \$146,753 HOME: \$41,393	Other: 1 Other

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	DH 1.1 Protect the Vulnerable - New Perm Supp Hous
	Goal Description	During this Action Plan, no new awards were made.
2	Goal Name	DH1.2 Protect the Vulnerable New Special Need Hsng
	Goal Description	During this Action Plan, no new awards were made.
3	Goal Name	DH 2.1 Acquire/Rehab - Rental or Owner Units
	Goal Description	During this Action Plan CDBG funds will be used for CHT's Housing Initiatives Program (HIP) assisting 10 homeowners. CDBG funds will also be used to rehabilitate St. John's Hall operated by COTS and will benefit 19 rental unit households.
4	Goal Name	DH 1.3 Create New Affordable Housing
	Goal Description	During this Action Plan HOME funds will be used for the construction of 2 new affordable housing units.
5	Goal Name	DH 1.4 Promote new homeownership buyer assist
	Goal Description	During this Action Plan, no new awards were made.
6	Goal Name	DH 2.2 Protect the Vulnerable - Lead Hazard
	Goal Description	Although no CDBG funds will be allocated during this Action Plan, 57 homeowner and rental units will receive lead hazard reduction services through the 2021 Lead-Based Paint Hazard Control grant.

7	Goal Name	DH 3.1 Protect the Vulnerable Hsng Retention Svcs
	Goal Description	During this Action Plan, no new awards were made.
8	Goal Name	EO 1.1 Support Microenterprises
	Goal Description	During this Action Plan the City will allocate CDBG funds to two microenterprise programs, CVOEO-Micro Business Development Program and Mercy Connections-Small Business Equity Project, with a focus on women, and other micro businesses. The City of Burlington will also deliver technical assistance to micro enterprises.
9	Goal Name	EO 1.2 Retain/Create Jobs
	Goal Description	During this Action Plan, no new awards were made.
10	Goal Name	EO 1.3 Reduce Economic Barriers - Early Childhood
	Goal Description	During this Action Plan the City will allocate CDBG funds to Lund-Early Childhood Education Program with a focus on supporting vulnerable children and families.
11	Goal Name	EO 1.4 Reduce Economic Barriers - Access Resources
	Goal Description	During this Action Plan CDBG funds have been allocated to two workforce development program, ReSource's-Construction Trades Training, and a Personal Care Assistant Plus Workforce Training Program that will be administered by CEDO. CDBG funds will also be used for CVOEO's-Volunteer Income Tax Assistance program in efforts to reduce barriers to economic resources and opportunities.
12	Goal Name	SL 1.1 Provide Public Services Homeless
	Goal Description	During this Action Plan CDBG funds have been allocated to Steps to End Domestic Violence-Safe Tonight which provides services and shelter to survivors of domestic violence, and to Pathways-Housing First Services in Chittenden County which provides permanent housing placement and Housing First case management services for persons experiencing homelessness. Additionally, funds have been allocated to CVOEO for services provided at Champlain Inn, a low-barrier shelter.
13	Goal Name	SL 1.2 Provide Public Services
	Goal Description	During this Action Plan CDBG funds have been allocated to Vermonters for Criminal Justice Reform (VCJR)-Re-Entry and Recovery Center with Contingency Management, a substance use recovery program.

14	Goal Name	SL 1.3 Improve Public Facilities & Infrastructure
	Goal Description	During this Action Plan CDBG funds have been allocated to improve the Moran infrastructure including improvements at Burlington's waterfront public access spaces and to rehabilitate Winooski Valley Park District's Ethan Allen Homestead, a public facility located in Burlington's North End. Additionally, funds have been allocated to Steps to End Domestic Violence for HVAC improvements at their domestic violence shelter and to Champlain Housing Trust for a privacy and security fencing project at Champlain Inn, a low-barrier shelter.
15	Goal Name	SL 1.4 Remediation of Brownfields
	Goal Description	During this Action Plan, no new awards were made.
16	Goal Name	Planning and Administration
	Goal Description	To support the capacity of the nonprofit institutional delivery structure in the City; pursue state and federal resources in support of City initiatives; implement City planning efforts; administer community and economic development programs; and support fair housing efforts in the City.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215(b)

It is estimated that at initial occupancy approximately 7 persons shall receive affordable housing through 5 HOME-assisted and HOME-ARP assisted units as a result of the 2023 HOME and 2021 HOME-ARP allocation to the City of Burlington. However, it is important to note that these funds will continue to benefit many new households during the HOME Affordability Period and the HOME-ARP Compliance Period.

Projects

AP-35 Projects – 91.220(d)

Introduction

This part of the Action Plan provides a summary of the eligible projects and activities that will take place during the program year to address the priority needs and specific objectives outlined in the Strategic Plan. The eligible projects are associated with at least one priority need and at least one or more goals.

Projects

#	Project Name
1	Affordable Housing
2	Public Facilities & Infrastructure
3	Microenterprise/Economic Development
4	Public Service
5	Admin and Planning

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The all-volunteer CDBG Advisory Board followed both the City's Anti-Poverty Strategy and Consolidated Plan priorities in their review of project applications. More focus will be placed on impact and moving people out of poverty and not numbers served. In addition, emphasis will be placed on projects that demonstrate efficiencies or collaboration, or a project proposal seeking to implement such efficiencies.

The biggest obstacle to addressing underserved needs continues to be insufficient resources. The City will continue to pursue additional federal, state, and private resources but does not expect to overcome the obstacle of shrinking public resources. While the federal COVID response packages, and the American Recovery Plan Act (ARPA) provide significant and needed assistance to Burlington, these aid packages do not cover the full extent of need and economic losses due to the pandemic. The City will also continue to work with partners to leverage funds, prioritize resources for those in greatest need and engage in collective impact initiatives.

Other obstacles to meeting underserved needs include:

- Ensuring a just and equitable recovery to rebuild after the economic losses incurred due to the pandemic;
- Limited land available in the City for housing and commercial development;
- Community tension between the need for development and the desire to preserve the

status quo, between the need to rehabilitate and maintain the housing stock and the desire for architectural and historic preservation;

- The requirements around criminal, eviction and credit histories in rental housing placement and hoarding / housekeeping issues, as well as no cause eviction, in rental housing stability;
- The lack of availability of transportation, especially for residents with special needs and for second shift and weekend work, exacerbated by a regional mismatch in the balance of job growth and housing development;
- Benefits “cliffs” which, together with a lack of understanding among residents, businesses and service providers about the asset and earnings limits that often vary between different income support programs, are a disincentive to increased earnings;
- Lack of small-scale risk capital financing;
- Non-accessible, and therefore non-functional, space in vacant upper stories of existing buildings; and
- A regional imbalance between the growth of regional employment and tax revenues and the budgetary burdens associated with its high concentrations of low-income residents, magnified by the high proportion of tax-exempt property within the City.

AP-38 Project Summary

Project Summary Information

1	Project Name	Affordable Housing
	Target Area	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Goals Supported	DH 2.1 Acquire/Rehab Rental or Owner Units DH 1.3 Create New Affordable Housing
	Needs Addressed	AFH - Maintain or Preserve Affordable Housing AFH - Increase Affordable Housing Opportunities
	Funding	CDBG: \$157,596 HOME: \$643,916
	Description	To provide Housing Initiatives Program (HIP) for homeowners and to create/sustain affordable housing units through rehab and/or construction.
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	31 low-moderate income households: CHT HIP – 10 COTS – St. John’s Hall Renovation – 19 HOME projects - 2
	Location Description	Scattered sites – City-Wide
2	Planned Activities	\$70,000 CHT – Housing Initiatives Program (HIP) \$87,596 COTS – St. John’s Hall Renovation \$643,916 HOME projects
	Project Name	Public Facilities & Infrastructure
	Target Area	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Goals Supported	SL 1.3 Improve Public Facilities & Infrastructure
	Needs Addressed	Improve Public Facilities or Infrastructure
	Funding	CDBG: \$393,000

	Description	To improve the Moran infrastructure including improvements at Burlington's waterfront public access spaces and the rehabilitation of Winooski Valley Park District's Ethan Allen Homestead, a public facility located in Burlington's North End. To fund Steps to End Domestic Violence for HVAC improvements at their domestic violence shelter and to Champlain Housing Trust for a privacy and security fencing project at Champlain Inn, a low-barrier shelter
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	City-wide benefit, 59.75% low-moderate income Steps to End Domestic Violence – 291 low-moderate income individuals Champlain Housing Trust – 40 low-moderate income individuals
	Location Description	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Planned Activities	\$100,000 CEDO – Moran \$43,000 Winooski Valley Park District – Ethan Allen Homestead Renovation \$175,000 Steps – Shelter HVAC Improvements \$75,000 Champlain Housing Trust – Privacy and Security Fencing Project
3	Project Name	Microenterprise/Economic Development
	Target Area	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Goals Supported	EO 1.1 Support Microenterprises
	Needs Addressed	AFH - Increase Employment/Economic Opportunities
	Funding	CDBG: \$176,350
	Description	To fund two microenterprise programs, CVOEO-Micro Business Development and Mercy Connections-Small Business Equity Program, with a focus on women, and other micro businesses. The City of Burlington will also deliver technical assistance to micro enterprises with a focus on businesses located in the NRSA.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	142 low-moderate income individuals: Micro-enterprise technical assistance - 25 CVOEO – 80 Mercy Connections – 37
	Location Description	Services will be provided to persons City-Wide with a focus on businesses located in the NRSA.
	Planned Activities	\$50,000 CEDO-Technical Assistance \$65,000 Mercy Connections-Small Business Equity Project \$61,350 CVOEO-Micro. Business Development Program
4	Project Name	Public Service
	Target Area	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Goals Supported	SL 1.1 Provide Public Services Homeless SL 1.2 Provide Public Services EO 1.3 Reduce Economic Barriers-Early Childhood EO 1.4 Reduce Economic Barriers-Access Resources
	Needs Addressed	Reduce Barriers to Economic Opportunities AFH - Increase Employment/Economic Opportunities AFH - Increase Educational Opportunities Provide Public Services to At Risk Population Protect the Vulnerable
	Funding	CDBG: \$230,612
	Description	To provide funds to Lund-Early Childhood Education Program with a focus on supporting vulnerable children and families; two workforce development programs: ReSOURCE-Construction Trades Training and CEDO's Personal Care Assistant Plus Training; CVOEO-Volunteer Income Tax Assistance program to reduce barriers to economic resources and opportunities; and Steps-Safe Tonight along with VCJR-Recovery Center to provide services to at risk and vulnerable populations; CVOEO – Champlain Inn services and case management for low-barrier shelter residents.
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	1,541 low-moderate income individuals: Pathways – 88 ReSOURCE – 12 VCJR – 240 Steps – 475 CVOEO – 600 Lund – 26 CEDO – 60 CVOEO-Champlain Inn – 40
	Location Description	City-Wide and NRSA
	Planned Activities	\$30,000 Pathways-Housing First Services in Chittenden County \$15,000 ReSOURCE-Construction Trades Training \$20,000 VCJR-Re-Entry and Recovery Center with Contingency Management \$22,500 Steps to End Domestic Violence-Safe Tonight \$12,500 CVOEO-Volunteer Income Tax Assistance (VITA) \$10,064 Lund-Early Childhood Education Program \$25,548 CEDO-Personal Care Assistant (PCA) Plus Workforce Training Program \$95,000 CVOEO – Champlain Inn Services and Management
5	Project Name	Admin and Planning
	Target Area	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: \$146,753 HOME: \$41,393
	Description	Administration funding for CDBG and HOME grants.
	Target Date	6/30/2024

Estimate the number and type of families that will benefit from the proposed activities	N/A
Location Description	NEIGHBORHOOD REVITALIZATION STRATEGY AREA City-Wide
Planned Activities	To support the capacity of the nonprofit institutional delivery structure in the City; pursue State and Federal resources in support of City initiatives; implement City planning efforts; administer community and economic development programs; and support fair housing efforts in the City.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Approximately 62% of the City's CDBG resources are directed to activities that target the City's Neighborhood Revitalization Strategy Area.

The City of Burlington's Neighborhood Revitalization Strategy Area was approved in January 2006 and reapproved with the 2013 Consolidated Plan. The NRSA covers census tracts 3, 4, 5, 6 and 10. The Target Area as a whole is primarily residential, though within the designated census tracts are also several commercial corridors, the Central Business District and the Intervale (several hundred agricultural acres). As of the 2015 American Community Survey, the most current data used by HUD to calculate low- and moderate-income populations, the Target Area contains 75% low- and moderate-income residents with 32% of the total population in the Target Area living below the poverty level. Census tract 5 has the highest concentration of households and more than half its population is living below the poverty level.

Geographic Distribution

Target Area	Percentage of Funds
NEIGHBORHOOD REVITALIZATION STRATEGY AREA	62
City-Wide	38

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The rationale for allocating investments into the NRSA is based on the levels of distress and high incidence of households living below poverty level in those census tracts. According to the Needs Assessment in the Consolidated Plan, there is a disproportionate need existing among several minority groups, and specific census tracts housed more minorities than others. However, CDBG and HOME resources may be directed outside of the Target Area based on individual household needs and on the City's desire to continue to have affordable housing, economic opportunity, and a suitable living environment available to low- and moderate-

income residents throughout the City.

Discussion

Data referenced above was populated from the 2011 – 2015 American Community Survey Profile. This is the current data set that HUD uses to determine low- and moderate-income area benefit for Burlington. The City will be using current Census/ACS data in the upcoming 5-year Consolidated Plan.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Housing is the essence of Burlington's neighborhoods. Support for affordable housing allows elders to remain in the homes and neighborhoods they know. Homebuyer purchase and rehabilitation programs allow the next generation of residents to own and modernize older homes.

Affordable housing is a balance to economic development. In boom times, affordable housing ensures that there is housing for workers and that rising prices do not displace residents. In a troubled economy, affordable housing development is an economic engine and its subsidies ensure that low-income residents are not made homeless. Finally, the use of affordable housing to redevelop distressed neighborhoods prevents the loss of value of the surrounding properties and encourages long-term investment by other property owners.

This section of the Action Plan specifies the goals for the number of homeless, non-homeless, and special needs households to be provided affordable housing within the program year.

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	31
Special-Needs	
Total	31

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	
The Production of New Units	2
Rehab of Existing Units	29
Acquisition of Existing Units	
Total	31

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

CDBG funds will be used for Champlain Housing Trust's Housing Initiatives Program (HIP) assisting 10 homeowners with emergency home repairs and access modifications. CDBG funds will also be used to rehabilitate St. John's Hall operated by COTS and will benefit 19 rental unit households. HOME funds will be used for the construction of 2 new affordable housing units.

AP-60 Public Housing – 91.220(h)

Introduction

The Burlington Housing Authority completed the conversion of its public housing units to the Section 8 Project-Based Voucher Program through the HUD Rental Assistance Demonstration (RAD) program. Our jurisdiction no longer has any public housing units.

Actions planned during the next year to address the needs to public housing

Our jurisdiction no longer has any public housing units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

BHA has formed a Resident Advisory Board (RAB) with representatives from the Section 8 program. The RAB meets periodically to provide input on BHA's Plans and Policies. BHA will provide continuing financial and staff support to any active resident association in its properties. One BHA program participant serves on the BHA Board of Commissioners. BHA supports the Section 8 Homeownership Program.

BHA endeavors to provide a good living environment in its affordable housing developments through effective screening and strict lease enforcement. In addition to the Family Self-Sufficiency program, the Burlington Housing Authority supports programs such as the DREAM mentoring program and the Summer Lunch program. BHA has also initiated a Housing Retention program to work with residents who are at risk of losing their housing.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Burlington Housing Authority is not designated as troubled.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

In this section of the Plan, the City addresses the one-year goals and specific activities planned this program year to carry out the homeless strategy outlined in the Strategic Plan for the City's Five-Year Consolidated Plan. Activities that will address outreach, emergency shelter, transitional housing, homelessness prevention, housing placement, supportive housing and independent living are listed below and under the project section.

The Continuum of Care coordinates the implementation of a housing and service system, from outreach to housing to services, to meet the goal of keeping homelessness rare and brief in our community. Street Outreach teams and outreach caseworkers serve to reach those chronically homeless, and identify services and housing needs. Vermont 211, daytime shelter and meals served at the Community Resource Center, Chittenden Emergency Food Shelf, the Daystation, and the Salvation Army provide points of contact with those experiencing homelessness and provide referrals to services. Housing providers work to rapidly re-house and stabilize, especially using the Housing First model, for those chronically homeless. Supportive service providers add case management and assess needs for services. The Continuum as a whole has implemented a coordinated entry system and standardized assessment to enhance the current service delivery system.

The CoC led the coordination in response to the pandemic for the community of people experiencing homelessness in Chittenden County. Regular coordination meetings occurred, supporting consultation with State and local bodies for effective pandemic response to the large increase (almost threefold) of the population experiencing homelessness.

The City serves as the Collaborative Applicant for the CCHA (CoC) and supports its applications for HUD and other funding to address both chronic and non-chronic homelessness. The CoC implements the Coordinated Entry System. Chittenden County saw a dramatic, almost threefold, increase in the number of people experiencing homelessness in the 2021 Point-in-Time (PIT) count, as a result of the pandemic and that level of homelessness continues. The CCHA and the City of Burlington are collaborating to strengthen systems to identify solutions through coordinated entry to impact and reduce chronic homelessness to functional zero. The City of Burlington has committed recovery funds to support expansion of the Coordinated Entry system, increase the number of low-barrier shelters within the City, and support strategic planning and coordination for the CoC.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing

their individual needs

The Chittenden County Homeless Alliance (CCHA) serves the population experiencing homelessness in the greater Burlington metropolitan area and direct services are delivered through a consortium of nonprofit organizations, faith-based organizations, housing developers, government agencies, and the Burlington Housing Authority.

CCHA utilizes several outreach procedures to engage individuals and families. These include services and outreach from the local food shelf, community resource center, daytime drop-in shelter, and Salvation Army. A SAMHSA funded PATH grant funds outreach work in our community for two outreach positions to find and connect with the homeless who have mental health and substance use challenges and are difficult to engage, offering persons who are experiencing homelessness community-based services. A street outreach team provides outreach to individuals, families with children, and youth sleeping on the streets in our downtown area. Street Outreach is also provided by Champlain Valley Office of Economic Opportunity CORA Team. The Burlington Police Department has implemented a team of Community Support Liaisons that include outreach in their responsibilities. Finally, the City's Parks and Recreation department has established an Urban Park Rangers program to connect with people who visit (and at times, camp) within Burlington parks.

An Adult Local Interagency Team helps to identify unsheltered persons and provide consultation and expertise to help resolve difficult situations involving chronically homeless persons with multiple physical or emotional issues in securing and utilizing services. The CoC coordinates regular meetings of those engaged in outreach. These teams identify individuals and families who are experiencing homelessness (primarily unsheltered) and connect them with our Coordinated Entry System. The Coordinated Entry system was developed to assess and match homeless households for eligible services based on vulnerability, sustainability, and length of homelessness through a standardized, scored assessment. Each eligible household will be assigned a housing case manager and added to a master list of homeless households which is reviewed on a weekly basis by the Community Housing Review Committee (coordinated entry partners) and matched with appropriate housing opportunities and resources.

Some of the goals for outreach this year include the following which are funded by a myriad of resources:

Continue to provide outreach to the more than 600 adults and children currently housed in hotels under the Emergency Housing Initiative.

With CDBG funding from 2023, supportive housing services will continue to assist 88 chronically

homeless individuals in the area with Pathways Vermont and 475 women and children experiencing domestic violence with Steps to End Domestic Violence.

The SAMSHA funded outreach will also use the joint HMIS for input and tracking and refer clients to the Coordinated Entry System.

The City of Burlington has established and continues to fund a low-barrier semi-non-congregate shelter community, in partnership with local non-profits, for up to 35 adult individuals, prioritizing people who are unsheltered. Significant work has been done to ensure the guests of this shelter have access to onsite supportive services.

Addressing the emergency shelter and transitional housing needs of homeless persons

There are three emergency shelters serving single adults including veterans: COTS Waystation, ANEW Place, and the newly established Elmwood shelter community, funded by the City and operated by Champlain Housing Trust. COTS operates the Firehouse and Main Street Family Shelters for households with children. COTS Daystation is a drop-in center for homeless adults. The City also supports the Community Resource Center, operated by CVOEO, which offers daytime shelter and access to food, basic needs, and resources. The confidential shelter operated by Steps to End Domestic Violence serving homeless people and families with children fleeing domestic violence was expanded last year, in response to increased need. Spectrum Youth and Family Services operates a shelter for homeless youth. Additionally, the State funded emergency housing provided through hotels continues to operate at various, weather dependent, locations. The City of Burlington operated a temporary extreme cold weather shelter for three nights in February, 2023 in response to dangerously cold temperatures and wind-chill. Each shelter and hotel space offer case management and housing search assistance to help participants move out of shelters and into transitional or permanent housing, with necessary follow-up supportive services for maintaining housing. It remains a goal of the jurisdiction and the Continuum of Care to increase the actual number of permanent housing and permanent supportive housing options so that participants will have opportunities to quickly transition out of emergency shelters.

With local, state and other federal funding, two emergency family shelters will house up to 15 individuals through COTS. Spectrum will house up to 8 youth in their emergency shelter and 8 in their Pearl Street SRO transitional housing. Single adults will have access to 86 emergency housing beds at Waystation and Anew Place and 11 individuals will have access to emergency housing at COTS' Smith House. The Elmwood Emergency Community Shelter will serve up to 35 individuals per night. ESG funding is used for emergency shelter operations and case

management, Rapid Re-housing Rental Assistance, and HMIS.

In addition to these programs, the State of Vermont continues to serve those experiencing homelessness with an Emergency Services Motel Voucher program for both cold weather exemptions and transitional housing when temperatures drop below freezing. Under the cold weather exemption, 126 households are provided access to emergency shelter/motels, and 244 households in the Transitional Housing Program. Due to expansion during the COVID response, the Transitional Housing Program currently provides emergency accommodation to more than 200 households in Chittenden County. This program will return to pre-pandemic eligibility in July 2023, leaving many households without access to shelter.

With ARPA funding, the City of Burlington in partnership with CVOEO created a Community Resource Center for Winter 2021/2022. This became a permanent year-round facility in 2022, and was moved to be co-located with the local food bank to provide space and access to additional essential services, currently serving up to 160 people per day.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Burlington is committed to the retention of affordable housing units with expiring tax credits and commits local, state, and federal resources to this goal. Keeping the inventory of affordable units, as well as increasing the number of affordable housing units, is key to helping our most vulnerable residents remain housed.

The Continuum and its partners are committed to transitioning homeless persons into permanent housing and have implemented the Coordinated Entry System (CES) and a standard assessment tool to facilitate this goal. Additionally, the Homeless Management Information System (HMIS) is used to create a Community Master List of persons experiencing homelessness prioritized by vulnerability. The CES and CoC-funded PSH projects and agencies utilize the Housing First model and rapidly re-house households that are chronically homeless with a high rate of success in long-term retention. The CoC saw a dramatic pandemic related increase in the number of chronic homeless and is re-engaging with Built for Zero to improve data quality and re-center our goals as a community. Significant development of permanent housing for those experiencing homelessness is underway, supported by recovery funds. The

CoC works to advocate for homeless-dedicated units as part of new housing development.

Burlington agencies utilize a range of housing retention programs to assist at risk households in maintaining their housing. These services include wrap-around support services, a hoarding resource and support team, landlord advocacy, financial assistance, and landlord relief programs. Our local Continuum continues to advocate for increased state retention and prevention resources to help keep at-risk families housed.

Community-based organizations provide job training and placement, substance use counseling and referrals for treatment, medical and dental care, legal advocacy and representation, mental health counseling and residential treatment programs, child care, housing search assistance, and security deposit assistance to help homeless households transition to permanent housing and independent living.

The CoC partners with local, state, and federal organizations and landlords to combat homelessness among veterans. Previously unidentified veterans were enrolled in VA care and many are housed through VA housing programs. The VA maintains a state-wide by name list and reviews cases on a monthly basis.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Several agencies administer prevention services including home heating fuel aid, transportation, housing navigation, tenants' rights advocacy, and legal assistance. The Housing Opportunity Program (funded by the State of Vermont and administered at local agencies), also provides case management, short term rental subsidies, and back rent along with case management for low income individuals and families at risk of losing their housing.

The CoC met with and continues to engage with local school districts within the county. Our work will focus on providing training for school staff to enable appropriate services and referrals to be provided to families with housing-related needs, continued focus on the impact of housing instability on educational outcomes, and advocacy to ensure our community has the resources required to support families who are homeless or housing insecure.

Youth exiting foster care in Vermont have two primary supports that protect them from being

discharged into homelessness as they exit legal custody at age 18: The Youth Development Program funded with federal Chafee Foster Care Independence Program and state funds, and Act 74 Youth in Transition Extended Care Program. These programs are in addition to the programming run directly by the VT AHS-Department of Children & Families Services. In this program a number of youths, formerly in foster care, are supported with case management services and connected to long-term rental assistance with local Housing Authorities, including a VT State Housing Authority Sect. 8 HCV waitlist with a preference for youth aging out of foster care as part of the HUD Family Unification/Youth-in-Transition Programs. Some live on campus at area colleges to pursue education. The College of St. Joseph in Vermont specifically helps foster youth transition to college by providing year-round housing and support services, and the Adult Living Program provides a stipend for households willing to host an 18 to 22-year-old leaving foster care.

Hospital patients are routinely discharged to their previous residence, a nursing home, or medical respite beds. McKinney Vento funded programs are used as needed and include transportation to school from emergency shelters and some transitional/permanent housing programs when appropriate.

Persons discharged from a mental health treatment or community bed receive state-funded assistance through the Vermont Department of Mental Health (VT DMH) Subsidy & Care Program, VT DMH Housing Contingency Fund, and the VT DMH Housing Recovery Fund. In addition, state agencies collaborate with the Burlington Housing Authority, and other affordable housing agencies to utilize Section 8 Housing Choice Voucher Programs for tenant-based and project-based rental assistance units funded by the Low-Income Housing Tax Credit Program. Patients are routinely discharged to Howard Center transitional or step-down programs such as Second Spring, Meadowview, Next Door Program, and 72 North Winooski group home. Some persons leaving corrections can go to their previous residence, a transitional housing program, supportive housing program, or to live with family (when appropriate).

Discussion

Veterans and their families have both transitional and permanent housing options and services available to them along with specialized outreach, assessment and additional services to meet their unique needs.

Unaccompanied youth have emergency shelter, transitional and permanent housing options available to them along with specialized outreach and services to assist them in learning to live

independently, set goals and complete their education.

Service-enriched housing needs for people with significant mental health or developmental disabilities range from affordable, independent apartments with support services provided by visiting community support workers to 24-hour supervised "group home" settings. There is a need for additional supportive housing at all levels for those living with mental health and developmental disabilities.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City has addressed the barriers to affordable housing under the Market Analysis and Strategic Plan sections of the Consolidated Plan. There is a limited supply of housing units at all levels of the market and a low vacancy rate exacerbates the issue. In addition, Burlington's extensive student population creates a significant impact on its housing market. Over the years, many traditional single-family homes have been converted to student housing to accommodate the market, creating both an impact on the cost of housing and the change in neighborhoods. Burlington has a significantly higher percentage of renters compared to owners and the cost of rent is increasing at a higher rate. Not only is the cost of housing high and the availability low, but the condition of the City's housing is noted as the 7th oldest housing stock in the nation. Public policies that are controlled at the local level which impact the cost of housing include policies on historic preservation and lead-based paint safety practices. These homes need energy efficient upgrades, lead-based paint hazard reduction, and other rehabilitation to make them safe, affordable and sustainable over the long term. The cost of housing is also impacted by accessibility and fire safety public policies. In conjunction with planBTV and the Housing Action Plan, these concerns will be examined in order to facilitate infill development and diversified housing options in the City and especially in the downtown area.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In the Mayor's and City Council's Housing Action Plan, 22 initiatives were outlined to decrease the cost of housing, increase the supply of housing and ensure Burlington is more affordable, inclusive, livable, walkable, sustainable, and vibrant for all its residents. The first section of the Plan focused on addressing some of the regulatory barriers that have limited Burlington's ability to create new subsidized and non-subsidized housing options over the last 15 years. In the second section, the Housing Action Plan focused on using existing municipal tools strategically and expanding public resources to develop perpetually affordable low-income housing, promote the value of inclusion described in the City's inclusionary zoning ordinance, and better support those not eligible for subsidy but unable to compete within Burlington's housing market. The final three categories of the Plan, while related to the fundamental challenge in Burlington – a lack of housing stock – focused on continuing community challenges that extend

beyond questions of supply and demand.

Discussion:

On February 18, 2020, the Burlington City Council adopted changes to the Zoning ordinance related to Accessory Dwelling Units. Zoning amendment 20-03 encouraged the creation of accessory dwelling units (ADUs) throughout the city to support homeowners as they age in place, provide flexible options to help owners afford and better utilize available space within their homes, and to provide additional affordable housing options within existing neighborhoods. This amendment modifies applicable ADU and other citywide general standards, including enabling ADU's as a permitted use in all zoning districts, creating an alternative maximum unit size and lot coverage waiver process, and eliminating the parking requirement. Since passage of these changes, the City has seen a modest increase in the creation of ADUs citywide.

In September 2020, the City reformed its parking minimum requirements for building new parking in residential developments in the downtown and along key transportation corridors in order to reduce a major cost driver of housing, give people more choices when it comes to the cost of car ownership and take a step toward aligning the City's land use policies with its climate goals. Since the adoption of this policy reform, two significant projects have applied for permits to create housing that would benefit from this policy change, for a combined 490 new homes.

The City will continue to work with the Vermont Legislature to ensure fair property tax policy for deed-restricted, perpetually-affordable owner-occupied homes. There are over 250 such homes in Burlington and the City will continue to advocate for taxation based on the restricted value of the subjected homes.

In 2022, amid concerns that the increase of short-term rental (STR) units had removed existing housing units from the rental market and thus contributed to lower vacancy rates, the Burlington City Council passed changes to the housing ordinance regulating STRs. The ordinance requires that STRs may be operated only under certain conditions, shall register with the Permitting and Inspections Department, and the City of Burlington shall collect a 9% gross receipts tax on revenue earned from short term rental activity. These City's Housing Trust Fund shall receive these taxes and will use them to preserve or create new affordable housing in Burlington.

AP-85 Other Actions – 91.220(k)

Introduction:

Burlington aims to spend over 95% of CDBG expenditures assisting low-and moderate-income residents. The City will continue its commitment to the preservation of affordable housing units and actions that will foster and maintain affordable housing in Burlington. In addition, the City, through the Community & Economic Development Office, will diligently work to reduce lead-based paint hazards in the homes of local residents.

The activities listed in this Action Plan work to reduce the number of households in poverty; and with enhanced coordination with nonprofit partners, services will have a greater impact on this goal.

Actions planned to address obstacles to meeting underserved needs

As identified in the Consolidated Plan, the principal obstacle to meeting underserved needs is insufficient resources. Given the significant disruptions to economic and social activity over the past three years due to the pandemic, available resources must still be used strategically as the need exceeds the available funding. Fortunately, the federal COVID response packages, such as American Recovery Plan Act (ARPA) provided significant and needed assistance to Burlington to help respond to the pandemic and begin recovery efforts, these aid packages form part of a patch work of private and public resources, including funds such as CDBG and HOME, to meet the most critical unmet needs.

In addition to recovering from the economic losses sustained over the pandemic, the City needs to also look forward to the future to foster continued growth to foster economic opportunities. The City will continue to grow the grand list, pursue additional federal, state and private resources, but does not expect to overcome the obstacle of shrinking public resources. The City will also continue to work with partners to examine obstacles such as benefits cliffs and to advocate for appropriate policy changes. In addition, the City will encourage local agencies to explore ways to deliver services in a more cost-effective and efficient manner, prioritize resources to serve the most in need, as well as cooperate between agencies.

For more than a decade, the network of community-based services that support the social, educational, physical, mental and financial well-being of families and individuals in Vermont has been under financial pressure. Again, while the funding available over the past year expanded significantly with ARPA funds, the unmet needs to be addressed were greater than seen previously. The number of families and individuals needing services increased significantly over the past three years, and in many cases, their needs have become more acute and complex. In

response to these conditions, service providers increased their efforts to find economies of scale, evaluated the effectiveness and appropriateness of the services they provide, experimented with innovation, and adjusted the frequency and intensity of services. A key challenge moving forward will be fostering a just and equitable recovery that rebuilds economic opportunity for all, while ensuring that gaps in social services continue to be met, especially as surplus funding for expanded services diminishes into late 2023 and 2024. The City's efforts over the next year will be monitoring the recovery across sectors and populations to ensure the recovery is comprehensive and equitable. Should existing needs and gaps intensify or new needs emerge, the City proposes to work with partners to meet the dynamic and evolving needs through the recovery process.

Actions planned to foster and maintain affordable housing

The City has launched a comprehensive strategy to effectively end chronic homelessness and promote affordable housing. This work includes the relaunch of the Built for Zero partnership in Burlington. This comprehensive plan leverages, State, local and federal resources, including CDBG and HOME funds as well as surplus ARPA funding. The key goals of the City's strategy are summarized in the ten points below:

1. Invest at least \$5 million of ARPA funds, with at least \$1 million designated for initiatives to better serve the chronically homeless and \$4 million to build new permanently affordable housing.
2. Create a Special Assistant to End Homelessness position within the City's Community and Economic Development Office (CEDO) to provide a single point of accountability for expanded community effort. (Sarah Russell was hired for this role in 2022.)
3. Strengthen through new investment Chittenden County's "Coordinated Entry" command center team that drives weekly progress towards functional zero with a comprehensive, real-time, by-name data effort.
4. Support the creation of 78 new homes for formerly homeless residents (25 percent of the goal for new, permanently affordable housing) by partnering with affordable housing developers.
5. Invest in approximately 30 shelter pods and related infrastructure to create a new low-barrier facility. (This shelter community opened in early 2023)
6. Set a goal to support the creation of 1,250 total homes, including 312 permanently affordable homes, by the end of 2026 (25 percent of the total Building Homes Together 2.0 goal).
7. Fully fund the Housing Trust Fund to voter-approved levels in fiscal year 2023. (This occurred and resulted in almost \$600,000 of base funding for the Trust Fund)
8. Open new housing opportunities through the creation of a mixed-use Enterprise Innovation District in a portion of the South End.
9. Open new on-campus University of Vermont (UVM) student housing opportunities by rezoning the former Trinity Campus to reduce UVM's pressure on the housing market.

10. Open new housing opportunities City-wide through “missing middle” zoning reforms, which will expand opportunities for new homes to be created in every neighborhood in ways that reflect the character of these parts of the City.

Actions planned to reduce lead-based paint hazards

In January 2021, the City of Burlington received a \$3,093,922.00 Lead-Based Paint Hazard Control grant from the Department of Housing and Urban Development and a \$530,000.00 Healthy Homes grant to complete work on 110 housing units by July, 2024. These funds are administered through the Community and Economic Development Office by the Burlington Lead Program to reduce lead-based paint hazards and healthy homes hazards in eligible units to eliminate childhood lead poisoning and make homes healthier to live in. From July 1, 2023 – June 30, 2024, the Burlington Lead Program plans to evaluate 36 units for lead-based paint and other health hazards, reduce lead-based paint hazards in approximately 57 housing units and reduce other health hazards in 40 housing units, conduct 12 community outreach and education events, and provide lead-safety training to approximately 100 individuals.

Actions planned to reduce the number of poverty-level families

All of the activities funded through the City’s CDBG and HOME programs are ultimately directed at reducing the number of people living in poverty, providing for basic needs, or preventing individual/family poverty in Burlington. Specific details of the proposed initiatives are described in the project section of this Action Plan.

Actions planned to develop institutional structure

A definite challenge for the Community & Economic Development Office will be to effectively adapt its institutional structure to meet the changing needs of a challenging fiscal environment. In a time of significant budget changes and program and funding expansion, to respond to the economic difficulties brought on by the pandemic, CEDO will need to find ways to implement, oversee, and monitor programming efficiently and effectively to meet increasing demands for services and funding with changing resources.

The Chittenden County Homeless Alliance (CCHA) has engaged in meaningful work to update its five-year strategic plan. The outcomes we expect to find will enable the CCHA to be a sustainable leader in advocacy and organization around homelessness and housing-related issues. Feedback has been sought from all levels of our community including people with lived experience of homelessness and housing insecurity, direct service and shelter providers, and those in leadership positions. The strategic plan will be implemented during FY24 and will drive

our efforts in a collaborative manner.

Actions planned to enhance coordination between public and private housing and social service agencies

During the last year, the CCHA has worked with state and local funders to ensure that new affordable housing development, utilizing state funding, includes a percentage of homeless-dedicated units to be filled through our coordinated entry system; traditionally this included primarily non-profit/public housing developers. Recently, State ARPA funded housing development placed this requirement on private housing developers which enabled an innovative partnership with the private sector. In the coming year, the City hopes to establish similar requirements for housing development, ensuring private-sector engagement in our community's efforts to end homelessness.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
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HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

All HOME funds are invested in a manner consistent with 24 CFR 92.205(b)(1). Specifically, HOME funds are invested in interest-bearing and non-interest-bearing amortizing loans and in deferred loans and grants.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

For homebuyer projects where the Program provides HOME funds for low-interest loans for

eligible homebuyers to assist with down payment and closing costs on eligible two to four-unit owner-occupied properties, the Program uses “recapture” provisions per 92.254(a)(5)(ii). These loans are secured by subordinate mortgages. When properties assisted with HOME funds for this purpose are sold, transferred, or if the primary residency is violated, then the full amount of the loan plus any accrued interest is to be repaid to the Program. Only the direct subsidy (down payment assistance, closing costs, or other HOME assistance provided directly to the homebuyer and/or the difference between the fair market value of the property and the reduced sales price attributable to HOME development assistance) is subject to recapture. However, the recapture amount shall not exceed the amount available from net proceeds. The net proceeds are the sales price minus loan repayment(s) (other than HOME funds) and closing costs. If this repayment occurs during the Home Affordability Period (HAP), then the funds are not considered to be program income. If this repayment occurs after the HAP, then the funds are considered to be program income. The written agreements shall include language that makes it clear that recaptured funds after the HAP shall be considered program income.

When a property owner assisted with HOME funds for this purpose refinances their principal mortgage, the Program shall consider executing a subordination agreement upon receiving a written request with sufficient documentation on current fair market value and proposed refinancing amount. When considering such requests to subordinate its HOME mortgage, the Program shall require that the loan-to-value ratio be no greater than 100%.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Resale Policy for HOME Subsidy on Owner-Occupied Homes: For homebuyer projects which are developed by nonprofits and which have perpetual affordability, the City uses “resale” provisions per 92.254(a)(5)(i) when HOME funds are used. During the HAP, the property must be sold to a low-income homebuyer. The original buyer of the HOME unit shall receive fair return on investment. The Burlington HOME program defines “fair return” by the following formula: Fair Return = Sale Price - Outstanding Mortgage Debt - 75% of the market appreciation (if any) + the capital improvement credit. The Program defines capital improvements as any investment in the house that is not considered maintenance. Items like appliances, flooring, painting, roof, heating systems, electrical or plumbing are considered maintenance and not eligible. Most common capital improvements are finishing basements, adding decks, garages, sheds, square footage, baths, or upgrades in flooring or kitchens. This definition of “Fair Return” will typically return to the seller their original equity investment if the original purchase price is less than or equal to the sale price to the

new buyer. In the event that a HOME “resale” unit sells for less than the original purchase price, then the difference comes from a reduction in the seller’s equity (from their down payment and/or reduction of loan principal). This is the equity sharing formula used by both the Champlain Housing Trust and Green Mountain Habitat for Humanity. The Burlington HOME program defines "affordable to a reasonable range of buyers" as a home where the sum of the annual loan principal, interest, taxes, and insurance is less than 33% of the household's annual gross income.

The Program shall not allow the resale of a HOME-assisted unit to a subsequent homebuyer who is not low-income. When a HOME-assisted homeownership unit that is encumbered (through the requirements of another funding source such as the Vermont Housing & Conservation Board (“VHCB”)) with covenants ensuring perpetual affordability for households below 80% of area median income is sold, resale provisions ensure compliance with the HOME affordability requirements during the HOME Affordability Period. HOME funds which go into homebuyer units are typically, but not always, grants. The Program does not recapture the HOME funds unless the VHCB covenants are extinguished and the affordability is no longer ensured. The only scenario where the Program can envision requiring repayment of the above funds is if a) the HAP had expired and b) the statewide funder, the VHCB (which requires permanent (99 Year) affordability), for whatever reason chose to extinguish their covenants and the project effectively was leaving the permanently affordable housing stock.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Multi-family projects developed by locally-based housing organizations that receive HOME funds for rehabilitation may utilize HOME funds to refinance existing debt, consistent with 24 CFR 92.206(b)(2), if they meet the following guidelines:

- Refinancing is necessary to permit or to continue affordability under 24 CFR 92.252;
- Rehabilitation is the primary eligible activity. A minimum of \$7,500 of rehabilitation per unit is required;
- The grantee must demonstrate management capacity and practices that ensure that the long-term needs of the project can be met, and the targeted population can be served over an extended affordability period;
- The grantee must demonstrate that the new investment is being made to maintain current affordable units, to create greater affordability in current affordable units, or to create

additional affordable units;

- The minimum HOME affordability period shall be 15 years, and all HOME-assisted projects developed by locally-based housing organizations are required to be perpetually affordable;
- Refinancing will be limited to projects that have previously received an investment of public funds;
- HOME funds may be used for refinancing anywhere in the City of Burlington;
- HOME funds cannot be used to refinance multi-family loans made or insured by any Federal program, including CDBG.

Discussion:

It is the policy of the City of Burlington HOME Program to provide information and otherwise attract eligible persons in the housing market area to available housing constructed or rehabilitated under the HOME Program without regard to race, color, national origin, sex, religion, sexual orientation, familial status, receipt of public assistance, or disability. The City of Burlington HOME Program incorporates the Equal Housing Opportunity logo in its letterhead, press releases and advertisements. For projects where five or more units are being assisted with HOME funds, grantees receiving HOME funds are required to contact one or more of the following agencies before filling vacancies during the HOME affordability period as stated in the HOME Program Loan/Grant agreement: local or State Housing Authority, Community Action agencies, area Mental Health and Developmental Disability agencies, area Office on Aging agencies, area homeless shelters, the Department of Social Welfare, Committee on Temporary Shelter, Vermont Center for Independent Living or any statewide handicapped accessibility clearinghouse, area AIDS service organizations, medical centers, schools, municipalities and any other social service agencies. Any advertisement of vacant rental or ownership units during the HOME Affordability Period must include the equal housing opportunity logo or statement. Advertising media may include newspapers, radio, television, brochures, leaflets, or simply a sign in a window. Housing borrowers, grantees or property management agents must display the fair housing poster in areas that are accessible to the public. Property owners or their management agents must maintain a file containing a record of all marketing efforts (e.g., copies of newspaper ads, copies of letters). The City's HOME Program monitors compliance as part of its ongoing monitoring process. Where noncompliance is discovered, the HOME Program will provide technical assistance to secure voluntary compliance. If this proves unsuccessful, the HOME Program will refer aggrieved parties to appropriate entities to seek redress.

The City's HOME program uses the HOME affordable homeownership limits provided by HUD for homebuyer assistance and for rehabilitation of owner-occupied single-family housing. When using HOME funds with non-profit projects, the City accepts applications on a rolling basis and distributes funds as available to eligible and viable projects. Detailed information on applicant eligibility and how to apply can be found on the CEDO's website. The City does not limit or give preference to HOME applicants or beneficiaries.

A notice about the availability of funds was published online and in Seven Days in the beginning of December of 2022 and a direct email notice provided to over 100 nonprofits, City departments and residents about the funding. An informational workshop was held for applicants. All applications are published online on the City of Burlington's website www.burlingtonvt.gov/CEDO. The CDBG Advisory Board held three meetings in January 2023 – March 2023 to review all applications; the Board is comprised of representatives from the local Neighborhood Planning Assemblies, Mayoral selections, and representatives of state agencies. These citizens make the recommendations on how to spend CDBG funds locally, and these recommendations are conveyed to the Mayor and City Council. These recommendations are the foundation for the Action Plan.

CDBG ENT23 Project Category	Organization	Program Name	Awards for 2023 Action Plan	
Public Service	Pathways	Housing First Services in Chitt. County	\$30,000	
	ReSOURCE	ReSOURCE Construction Trades Training	\$15,000	
	Vermonters for Criminal Justice Reform (VCJR)	VCJR Re-Entry and Recovery Center with Contingency Management	\$20,000	
	Steps to End Domestic Violence	Safe Tonight	\$22,500	
	CVOEO	Volunteer Income Tax Assistance (VITA)	\$12,500	
	CVOEO	Champlain Inn Services and Management	\$95,000	*funded with ENT21 carryover funds
	Lund	Lund's Early Childhood Education Program	\$10,064	
	CEDO	Personal Care Assistant (PCA) Plus Workforce Training Program	\$25,548	*funded with ENT20 carryover funds
Development	COTS	St. John's Hall Renovation	\$87,596	
	Winooski Valley Park District	Ethan Allen Homestead Renovation	\$43,000	
	Mercy Connections	Small Business Equity Project	\$65,000	
	CVOEO	Micro Business Development Program	\$61,350	
	Champlain Housing Trust (CHT)	Housing Initiatives Program (HIP)	\$70,000	
	Business & Workforce Development	Microenterprise TA	\$50,000	
	Steps to End Domestic Violence	Shelter HVAC Improvements	\$175,000	*funded with CDBG Program Income funds
	Champlain Housing Trust (CHT)	Champlain Inn Privacy and Security Fencing Project	\$75,000	*funded with ENT21 carryover funds
	CEDO	Moran FRAME	\$100,000	
Admin and Planning	CEDO	CDBG Administration	\$146,753	

ENT23 CDBG Allocation: \$733,763
 ENT20 CDBG carryover: \$25,548
 ENT21 CDBG carryover: \$170,000
 CDBG Program Income: \$175,000
 Total CDBG funds for 2023: \$1,104,311

PS Total: \$110,064 *capped at 15% of 2023 allocation
ENT20 carryover: \$25,548 *awarded to PS project to prevent, prepare for, and respond to coronavirus
ENT21 carryover: \$170,000
Program Income: \$175,000
Development Total: \$476,946
Admin Total: \$146,753 *capped at 20% of 2023 allocation
2023 CDBG Total: \$1,104,311

HOME ENT23 Project Category	Subtotal	Item	Amount
Affordable Housing	\$643,916	Affordable Housing Projects	\$561,130
		15% CHDO Set-Aside	\$62,090
		5% CHDO Operating	\$20,696
Admin and Planning	\$41,393	HOME Administration	\$41,393

ENT23 HOME Allocation: \$413,934
 HOME carryover: \$271,375
 Total HOME funds for 2023: \$685,309

ENT23 Project Total: \$289,755
HOME project carryover: \$271,375
CHDO Total: \$82,786 *calculated from 2023 Allocation
Admin Total: \$41,393 *capped at 10% of 2023 Allocation
2023 HOME Total: \$685,309

Attachment: Summary of Public Comments

Community Development and Neighborhood Revitalization Committee Meeting – April 27th, 2023

- A Committee member asked about the number of housing units that would be supported with the HOME funds.
- A Committee member asked if any other towns use these funds in their participatory budget and if that is an option for Burlington; can a portion of these funds be set aside for NPA's.
- A Committee commented that as the City gets more applications she believes that there should be a way to streamline the application because it is so long and/or making it clearer what will be prioritized so that we can limit the number of people applying and the number of people not receiving grant funds.

2023 Action Plan Public Hearing at the Burlington City Council Meeting – May 15th, 2023

- A City Councilor asked why there were HOME carryover funds from the previous year.
- A City Councilor asked about the outreach process when soliciting applications for this federal funding. They suggested that CEDO re-visit their email distribution lists to ensure that they are inclusive and equitable.

PLACE AN AFFORDABLE NOTICE AT:
SEVENDAYSVT.COM/LEGAL-NOTICES
OR CALL 802-865-1020, EXT. 142.

Application 4C1064-3 from J. Hutchins Inc, Attn: Jeff Hutchins 88 Rogers Lane, Richmond, VT 05477 was received on August 25, 2022, and deemed complete on April 18, 2023. The project is generally described as the construction of an attached two story addition to the north side of an existing office building. The dimensions are 30 feet wide and 40 feet long. The new roof peak is 26 feet, and the existing roof peak is 30 feet high (the Project). The Project is located at 88 Rogers Lane in Richmond, Vermont. This application can be viewed online by visiting the Act 250 Database: (<https://anrweb.vt.gov/ANR/Act250/Details.aspx?Num=4C1064-3>)

For more information contact Kaitlin Hayes at the address or telephone number below. Dated this April 20, 2023
By: /s/ Kaitlin Hayes
Kaitlin Hayes

FRANKLIN NORTHEAST SUPERVISORY UNION IS SOLICITING PROPOSALS FOR CONCRETE WORK AT THE SHELTON ELEMENTARY SCHOOL.
Interested bidders should contact Morgan Daybell (morgan.daybell@fnesu.org; 802-848-7661) for a copy of the Request for Proposals. Proposals will be accepted until 4:00 PM, Wednesday, May 3, 2023.

The City of Burlington is soliciting input in connection with the development of its 2023 One Year Action Plan for Housing & Community Development (Action Plan), as part of federal requirements under 24 CFR Part 91.105 for planning and allocation of federal funds from Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and other U.S. Department of Housing and Urban Development administered programs. The City anticipates receiving \$733,763 in CDBG entitlement funds and \$413,934 in new HOME funds to support housing, community and economic development activities for the 2023 program year (7/1/2023 - 6/30/2024).

The Full Board of Abatement of Taxes of the City of Burlington will meet in Contois Auditorium and via ZOOM: <https://zoom.us/j/93856826517> on Monday, May 1, 2023* to hear and act upon the request for abatement of taxes and/or penalties from:

*The City Council Meeting usually begins at 7:00 p.m. The Full Board of Abatement of Taxes Meeting is part of this agenda, no set start time.

The entire contents of each self-storage unit listed below will be sold, with the proceeds to

The City of Essex Junction also reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities, or to cancel the RFP in part or in its entirety if it is in the best interest of the City of Essex Junction. This solicitation of proposals in no way obligates the City of Essex Junction to award a contract.

4	1	3	9	6	5	2	8	7
9	7	6	8	2	4	1	5	3
8	5	2	7	1	3	6	4	9
1	9	5	6	4	7	8	3	2
2	8	4	1	3	9	7	6	5
6	3	7	2	5	8	4	9	1
5	4	1	3	8	2	9	7	6
3	6	9	4	7	1	5	2	8
7	2	8	5	9	6	3	1	4

Conclusions of Law may not be prepared unless the Commission holds a public hearing.

For more information contact Kevin Anderson at the address or telephone number below.
Dated this November 15, 2023.
By: /s/ Kevin Anderson
Kevin Anderson
District Coordinator
Natural Resources Board
10 Baldwin Street
Montpelier, VT 05633
802-522-6074
Kevin.Anderson@vermont.gov

**STATE OF VERMONT SUPERIOR COURT
PROBATE DIVISION CHITTENDEN UNIT
DOCKET NO.: 23-PR-05625**

In re ESTATE of Barbara Luckenbill

NOTICE TO CREDITORS

To the creditors of: Barbara Luckenbill late of Shelburne, Vermont

I have been appointed to administer this estate. All creditors having claims against the decedent or the estate must present their claims in writing within four (4) months of the date of the first publication of this notice. The claim must be presented to me at the address listed below with a copy sent to the Court. The claim may be barred forever if it is not presented within the four (4) month period.

Dated: November 14, 2023
Signature of Fiduciary: /s/ Traci Stevens

Executor/Administrator: Traci Stevens, c/o Brian P. Creech, Esq. 346 Shelburne Rd., Suite 603, Burlington, VT 05402 phone: 802-863-9603, bcreech@dkzlegal.com

Name of Publication: Seven Days
Publication Date: 11/22/2023

Name of Probate Court: State of Vermont - Chittenden Probate Division
Address of Probate Court: PO Box 511, 175 Main Street, Burlington, VT 05402

**VERMONT SUPERIOR COURT
SUPERIOR COURT CIVIL DIVISION
CHITTENDEN UNIT DOCKET NO:23-CV-04767
IN RE: ABANDONED MOBILE HOME OF BILL
RUBLEE, JR.**

VERIFIED COMPLAINT

NOW COMES Sunset Lake Cooperative (hereafter "Plaintiff") by and through counsel Steven J. Kantor, and hereby makes this complaint:
1. Plaintiff is a Vermont Cooperative Housing Corporation which was formed by the owners of mobile homes to purchase Sunset Lake Villa Mobile Home Park (the "Park").
2. Plaintiff is the record owner of the Park located in town of Hinesburg, Vermont.
3. Defendant Bill Rublee, Jr. is the record owner of a certain mobile home in the Park, described as a 1983 Commodore, 14x56, Serial Number 81573 and located in Sunset Lake Villa Mobile Home Park at 38 Wile Street in Hinesburg, Vermont.
4. Defendant Rublee's last known mailing address is 38 Wile Street, Hinesburg, Vermont.
5. Defendant leased a lot in Sunset Lake Villa Mobile Home Park under the terms of a written Member Occupancy Agreement.
6. On June 29, 2023 this Court evicted Bill Rublee, Jr. and Danielle Rublee from the Park, in the case Sunset Lake Cooperative vs. Bill Rublee and Danielle Rublee, Docket No. 23-CV-01286. The Judgment of Eviction ordered that the Defendants

sell or remove the mobile home from the Park within three (3) months pursuant to 10 V.S.A. Section 6237(e).
7. The Rublees failed to remove or sell the mobile home and have instead abandoned the mobile home in the Park.
8. The following liens and encumbrances appear of record with respect to the mobile home:
a. Delinquent property taxes to the Town of Hinesburg in the amount of \$460.69.
9. Mobile home lot rent has not been paid since October 2022 and continues to accrue at the rate of \$480.00 per month. Late fee charges are \$25/ month. Rent and other charges due to Sunset Lake Cooperative as of October 31, 2023 are \$13,562.02. Court costs and attorney's fees incurred by Sunset Lake Cooperative continue to accrue.
10. Plaintiff sent written notice on September 26, 2003 to the Town Clerk of the Town of Hinesburg of Plaintiff's intent to commence this action.
11. Charles Bolton is a person disinterested in the mobile home or mobile home park who is able to sell the mobile home at a public auction.

WHEREFORE, Plaintiff respectfully requests that the Honorable Court enter an order as follows:
1. declaring that the mobile home has been abandoned; and
2. approving the sale of the mobile home at a public auction to be held within 15 days of the date of judgment, pursuant to 10 V.S.A. §6249(h); and
3. granting judgment in favor of Plaintiff and against the mobile home for past due and unpaid rent and other charges through the date of judgment, together with Plaintiff's court costs, publication and mailing costs, and Plaintiff's counsel fees incurred in connection with this matter, pursuant to 10 V.S.A. 6249(h)(7)(B).
DATED AT Burlington, Vermont this 14th day of November, 2023.

Sunset Lake Coopertive
Steven J. Kantor, Esq.
Doremus Kantor & Zullo
346 Shelburne Road, Suite 603
P.O. Box 445
Burlington, VT 05402-0445
(802) 863-9603
Attorney for Sunset Lake Cooperative
DATED AT Chittenden, Vermont this 14th day of November, 2023.

STATE OF VERMONT, CHITTENDEN COUNTY, SS.
At South Burlington, in said County and State, this 14th day of November, 2023, personally appeared Maura Fitzgerald, Duly Authorized Agent of Sunset Lake Cooperative and he/she/they swore to the truth of the foregoing.
Before me, Ashley Heather Cousino Notary Public
Print Name: Ashley Cousino
Commission Expires 1/31/2025
Commission No. 157.0013843

VERMONT SUPERIOR COURT CHITTENDEN UNIT

175 Main Street, PO Box 187
Burlington VT 05402
802-863-3467
www.vermontjudiciary.org

Civil Division
Case No. 23-CV-04767
Date: November 15, 2023

Notice Of Hearing

Sunset Lake Cooperative v. Bill Rublee,
This is to notify you to appear at the Court named above in connection with the above-named case on:
DATE: December 14, 2023
TIME: 2:00 PM
DURATION: 15 Minutes
HEARING RE: Abandoned Mobile Home

A hearing on Sunset Lake Cooperative's verified Complaint to declare abandoned the mobile home of Bill Rublee, Jr., et al located at the Sunset Lake Villa Mobile Home Park, 38 Wile Street in Hinesburg, Vermont to authorize the sale of the mobile home at a public auction to be held within 15 days of the judgment, has been set for December 14, 2023 @ 2:00PM.

Electronically signed Wednesday, November 15, 2023 pursuant to V.R.E.F. 9(d)
Nancy L. Bean
Judicial Assistant – Chittenden Civil Division
Vermont Superior Court
175 Main Street
Burlington, Vermont 05401

To participate in this hearing remotely, the Webex Login Information follows:
App: Cisco Webex Meeting
Website: https://vtcourts.webex.com
Meeting Number: 129 647 6521
Password: CIVIL2
Any individual with a disability requiring assistance accessing the services, programs, and/or activities at the Courthouse should contact the Clerk's office at the above address for further assistance.

**TOWN OF WESTFORD DEVELOPMENT REVIEW
BOARD NOTICE OF PUBLIC HEARING**

Pursuant to 24 V.S.A. Chapter 117 and the Westford Land Use & Development Regulations, the Westford Development Review Board will hold a public hearing at the Westford Public Library (1717 Route 128) & via ZOOM on Monday, December 11, 2023 at 7:00 PM to review the following applications:

Subdivision Amendment, Boundary Line Adjustment, & Waiver Review – Mathieu Property - Applicant: Corey Mathieu (approx. 9.98 acres and 10.01 acres) located on the Westford-Milton Road and Richard's Way in the Rural 5 and Water Resource Overlay Zoning Districts. This is a proposal to adjust the boundary line between Lots 2 and 1A with the intention of separating the multi-family dwelling from the remaining parcel. A density waiver is being requested to allow Lot 2 to be less than 5 acres.

Conditional Use Review – Swansong Take Two LLC Property - Applicant: Lee Hendler (approx. 83.2 acres) located off VT Route 128 in the Rural 10, Rural 5, Flood Hazard Overlay, and Water Resource Overlay Districts. This is a proposal to perform maintenance on the pre-existing manmade pond, which lies within the Water Resource Overlay (WRO). Manmade ponds and stormwater & erosion control are conditional uses in the WRO.

Join Zoom Meeting
https://zoom.us/j/93808185199?pwd=b09uVGVkaNcwM1FURlFqZmNWcm13dz09
Or Dial +1 929 205 6099 US (New York)

Meeting ID: 938 0818 5199
Passcode: 6sxdQS

For more information call the Town Offices at 878-4587 Monday–Thursday 8:30am–4:30pm & Friday 8:30a.m.-1:00 p.m.

Matt Wamsganz, Chairman
Dated November 17, 2023

**CITY OF BURLINGTON SUBSTANTIAL
AMENDMENT TO 2023 ACTION PLAN**

The City of Burlington is soliciting input in connection with the development of its substantial amendment to the 2023 Action Plan for Housing & Community Development, as part of federal requirements under 24 CFR Part 91.105 for planning and allocation of federal funds. The substantial amendment was released on November 17th, 2023 for review and it proposes revised uses of the City's Community Development Block Grant (CDBG) allocations. The Action Plan amendment can be found online at www.burlingtonvt.gov/ CEDO and is also available for review at the CEDO front desk at 149 Church Street, 3rd Floor, from 9am-5:00pm, Monday-Friday. The public is encouraged to review the Action Plan amendment and funding recommendations and submit all comments through December 19th, 2023. For more information, or information on alternative access, contact Christine Curtis, Community & Economic Development Office (CEDO), at (802) 735-7002, ccurtis@burlingtonvt.gov.

PUBLIC HEARING - WINOOSKI

The Winooski City Council will hold a Public Hearing on Monday, December 4, 2023 at 6:00 PM at Winooski City Hall (27 West Allen Street) in the Claire Burke Council Chambers to consider the adoption of Chapter 9 (Housing) of the City's Municipal Code.
"The proposed amendments update the ordinance to add clarity, and adds requirements related to heating systems, plumbing, storage and placement of garbage and other waste, interior and exterior walls, roofs, windows, exterior doors, cellars, meeting of fire and safety codes, means of egress (escape in an emergency), fire protection systems, smoke detectors, carbon monoxide detectors, extermination of vermin and lead paint. Many of

these additions are to maintain consistency with national guidelines, state codes or both".

November 16, 2023

**TOWN OF ESSEX
TOWN PLAN PUBLIC HEARING NOTICE**

Pursuant to 24 V.S.A. § 4444, the Essex Selectboard has scheduled two public hearings for Monday, December 18, 2023 and Monday January 8, 2024, at 6:35 p.m.at the municipal offices, 81 Main Street, Essex Junction, Vermont, or online via Zoom, using the following link https://zoom.us/j/98785691140?pwd=WENqeFhITGVDS0Q5blR0dkhuS3RkZz09, or by calling 1-888-788-0099 using the meeting ID: 987 8569 1140 and Passcode: 032060.

The purpose of the hearing is to solicit public input on the 2024 Essex Town Plan.

Significant items in the Plan include an Act 171 Forest Block and Habitat Connector element; incorporation of the new identity of Essex since the separation of the City of Essex Junction in 2022; and incorporation of the Essex Town Center (ETC) NEXT Master Plan and desired implementation steps, including the Town's desire to seek Village Center, New Town Center and Neighborhood Development Area designations from the state's Designation Program. The draft Town Plan includes an Introduction and four chapters: The Action Plan, Essex as a Community, How We Relate to the Land, and Serving the Community. The proposed Plan will affect all areas in Town.

Copies of the proposed Town Plan, as required by 24 V.S.A. § 4385, may be obtained or examined at the Clerk's Office in the Essex municipal offices at 81 Main Street, Essex Junction, VT and the Essex Free Library at 1 Browns River Road. The proposed Town Plan may be downloaded from the Town website at https://www.essexvt.org/1140/Town-Plan-2024.

For more information contact Katherine Sonnick, Community Development Director at ksonnick@essex.org or 878-1343.

Andy Watts, Chair
Essex Selectboard

NOTICE TO CREDITORS

I represent Stern Properties, LLC. The company sold substantially all of its assets on November 16, 2023 and is currently in the process of winding up its business. I have been authorized by the company to administer that winding up. If you would like to submit a claim for amounts due to you from Stern Properties, LLC, you may do so by sending your claim in writing to: Pease Mountain Law PLLC
P.O. Box 279
Hinesburg, VT 05461-0279
Your claim must commence within 5 years after publication of this notice. If your claim is not received within that 5-year period it will be barred pursuant to 11 V.S.A. §4108.
Your claim must include copies of all billing documents in support of your claim.
Dated: November 20, 2023
Michael T. Russell
Pease Mountain Law
PO Box 279
Hinesburg, VT 05461-0279
Name of Publication: Seven Days
Publication Date: November 22, 2023

THE CONTENTS OF STORAGE UNIT 01-4428

Located at 28 Adams Drive Williston, VT, 05495
Will be sold on or about the 7th of December 2023 to satisfy the debt of Joline Cosman. Any person claiming a right to the goods may pay the amount claimed due and reasonable expenses before the sale, in which case the sale may not occur.

THE CONTENTS OF STORAGE UNIT 01-4282

Located at 28 Adams Drive Williston, VT, 05495
Will be sold on or about the 7th of December 2023 to satisfy the debt of Andrea Myers. Any person claiming a right to the goods may pay the amount claimed due and reasonable expenses before the sale, in which case the sale may not occur.

Say you
saw it in...
SEVEN DAYS
sevendaysvt.com

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Christine Curtis
 Authorization to submit Substantial Amendment for changes to the Community
 Title/Subject: Development Block Grant (CDBG) funding allocations in the 2023 Annual Action Plan

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☐	City Council	Click or tap to enter a date.
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/21/2023	Brian Pine
Mayor's Office informed and approved memo	Yes	11/29/2023	Jordan Redell
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	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	11/28/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	11/28/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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

MEMORANDUM

To: Board of Finance/City Council

From: Brian Pine CEDO Director
Rachel Jolly, Assistant Director, CJC

CC: Mayor Miro Weinberger
Katherine Schad, Chief Administrative Officer

DATE: November 8, 2023

RE: VT Center for Crime Victim Services “Victims of Crime Act” (VOCA) grant (Grant # 02100-FY24/25-CN)

This is a request from CEDO’s Community Justice Center (CJC) for Board of Finance and City Council approval of its VOCA grant in the amount of \$140,164 to be expended between July 1, 2023 and June 30, 2024. This is the same grant language and amount received in FY23.

This funding supports the Parallel Justice Program at the CJC. Parallel Justice for Victims of Crime, a program of the CJC for which we have received VOCA funding since 2006, is a unique, cost-saving, community-supported program which serves thousands of people each year who have experienced crime in Burlington through financial compensation, referrals for services and information sharing. It is primarily funded through VOCA funds.

The \$140,164 in revenue received from this grant and corresponding expenses are included in CEDO’s FY24 budget for the CJC.

Please see the attached grant for more information.

Board of Finance Motion: to approve and recommend that the City Council approve the acceptance of Grant # : 02100-FY24/25-CN, in the amount of \$140,164 for FY24 and to authorize CEDO Director Pine or his designee to sign the grant acceptance and any necessary related documents after review and approval by the City Attorney’s Office.

City Council Motion: to approve the acceptance of Grant # 02100-FY24/25-CN in the amount of \$140,164 for FY24 and to authorize CEDO Director Pine or his designee to sign the grant acceptance and any necessary related documents, after review and approval by the City Attorney’s Office.

Thank you and please direct any questions to Rachel Jolly (rjolly@burlingtonvt.gov).

STATE OF VERMONT GRANT AGREEMENT
Part 1-Grant Award Detail



CENTER FOR CRIME VICTIM SERVICES

SECTION I - GENERAL GRANT INFORMATION

1 DUNS # 02160-VOCA22-4009608-2024		2 Original: Yes Amendment:	
3 DUNS # VOCA Application 2024			
4 Amount Previously Awarded: \$0.00		5 Amount Awarded This Action: \$140,164.00	
6 Total Award Amount: \$140,164.00			
7 Award Start Date: 07/01/2023		8 Award End Date: 06/30/2024	
9 Subrecipient Award: YES NO			
10 Supplier ID #: 00004009608		11 Grantee Name: Burlington / CEDO / Community Justice Ctr	
12 Grantee Address: 149 CHURCH ST			
13 City: BURLINGTON		14 State: VT	
15 Zip Code: 05401-8429			
16 {US DUNS # 02160-VOCA22-4009608-2024 / US DUNS # 02160-VOCA22-4009608-2024}		17 . 02160	
18 tSUT2NYI-YOS aSt-ädzlSäY YES NO		Match: \$0.00	

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SECTION II - SUBRECIPIENT AWARD INFORMATION

h m Grantee DUNS #: 83-041-8245		h n Indirect Rate: N/A		23 CC ! ¢ ! Y YES	
h n Grantee Fiscal Year: July 1- June 30				h p w 95Y No	
h c DUNS Registered Name (if different than VISION Vendor Name in Box 11) Y Burlington / CEDO / Community Justice Ctr					

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 (Provide Code List)	N/A	N/A	N/A	
Special Fund	N/A	N/A	N/A	
Global Commitment (non-subrecipient funds)	N/A	N/A	N/A	
Other State Funds	N/A	N/A	N/A	

FEDERAL FUNDS

(includes subrecipient Global commitment funds)

Required Federal Award Information

31 CFDA #	32 Program Title	33 Awarded Previously	34 Award	35 Cumulative Award	36 FAIN	Federal Award Amount n/a
16.575	VOCA 22	N/A	\$140,164.00	\$140,164.00	15POVC-22-GG-00693-ASSI	\$3,208,377.00

o p Federal Awarding Agency: US DOJ Office for Victims of Crime

n n CSRSUIt ! ö t uR t u z:Šöü 5ŠäöüY

SECTION IV - CONTACT INFORMATION

41 VERMONT CENTER FOR CRIME VICTIM SERVICES		Burlington / CEDO / Community Justice Ctr	
NAME: Gene Nelson		NAME: Brian Pine	
TITLE: Grants Manager		TITLE: CEDO Director	
PHONE: 802-241-1250 x 109		PHONE: (802) 578-6953	
EMAIL: Gene.Nelson@ccvs.vermont.gov		EMAIL: bpine@burlingtonvt.gov	

1. Parties: This is a Grant Agreement between the Vermont Center for Crime Victim Services, (hereinafter called "State" and Burlington / CEDO / Community Justice Ctr "Grantor" 149 CHURCH ST BURLINGTON, VT 05401-8429 (hereinafter called "Grantee")

It is the grantee's responsibility to contact the Vermont Department of Taxes to determine if, by law, the grantee is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter: To provide direct services to victims of all types of crime as set forth herein.
3. Award Details : Y2zyúāš ŔI-úŠā I-yŘ 2úKŠŨ I-Ŕ I-NŘ ŔŠúI-āč I-NŠ I-ā āK2ŔyŕyúKŠ I-úúI-ŔKŠŘ *Grant Agreement Part 1-Grant Award Detail*
4. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Subrecipient.
5. Cancellation: This Grant Agreement may be suspended or cancelled by either party by giving written notice at least 30 days in advance.
6. Attachments: This Grant consists of 18 pages including the following attachments that are incorporated herein:

Grant Agreement-Part 1 ç Grant Award Detail

Grant Agreement Part 2 ç Grant Agreement

Attachment A ç Scope of Work to Be Performed

Attachment B ç Payment Provisions

Attachment C ç Customary State Grant Provisions (except that sections 5, 6, 8, 10, 16, 20, 22 and 26 do not apply to state entities).

Attachment D - Other Provisions

7. Order of Precedence : yē I-YŕŕIēdzúēš ŐzyŕŕIŕŕ 2Ũ ŕyŔzyāŕāúŠyŔē ŕyúKŠ DNI-yú 52ŔdzYŠyúā āKI-ft ŕŔ ŨŠā2ŕŔŠŘ per the following order of precedence:

- 1) Grant Agreement Part 1 and Part 2
- 2) Attachment C
- 3) Attachment A
- 4) List other attachments in order of precedence
- 5) Attachment B

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Signature: _____

By the Grantee:

Date: _____

[illegible]

Name: Brian Pine

Title: CEDO Director

Burlington / CEDO / Community Justice Ctr

Attachment A

Scope of Work to Be Performed: This grant will fund only the project activities in the VOCA Application 2024 budget approved by the Center for Crime Victim Services for the State Fiscal Year 2024.

The Burlington CJC offers a variety of victim services and supports. When cases are referred to us from police, the State's Attorney's office, the Courts, and Probation and Parole, our Victim Service Specialists are able to reach out directly to affected parties and offer them multiple options for engagement as they seek healing and repair. They can participate in a restorative process staffed by community volunteers and staff, with or without responsible parties present. They can also offer Parallel Justice (PJ) supports for those over 18. Parallel Justice offers support, validation and resources to victims of all crimes, including property crimes like vandalism or theft. Any victim of a crime that occurs in Burlington is eligible for Parallel Justice, even if the perpetrator of the crime is never caught, and even if the crime is not reported to the police. Parallel Justice connects people with other organizations that can assist them, with businesses in the community that offer discounts and donations, and with a Parallel Justice Commission that can address systemic problems and barriers that victims face. Among the unique victim service needs in our area are services for underserved victim populations, including New Americans and people with disabilities. We will continue on our efforts to take the Commission county-wide and look for gaps in victim services throughout the various providers.

Attachment B - Payment Provisions

1. The State agrees to compensate the Subrecipient for services performed up to the maximum award amount, if such services are within the scope of the grant and are authorized as provided for under the terms and conditions of this grant.
2. Quarterly Financial Reports are due no later than the fifteenth of the month following the end of the quarter being reported (October 15th, January 15th, April 15th, July 15th). A final closeout report that accounts for all expenditures of the grant must be submitted after all obligations have been paid, but no later than 15 days after the end date of the grant period.
3. Quarterly Financial Reports should be submitted in the GEARS (Grants Electronic Application and Reporting System) at grants.vermont.gov.
4. Reimbursements may be withheld pending receipt of all required progress and statistical reports.
5. Supporting documentation (records, books, papers, etc.) for all grant (and Match if applicable) expenditures must be maintained by the Subrecipient and be made available for inspection by authorized Representatives of State and Federal government at reasonable times during the period of the grant and for three years thereafter.
6. All income generated as a direct result of this project shall be deemed program income. It must be accounted for and must be used for the purposes and under the conditions applicable to the use of grant funds, in accordance with regulations for program income under the Common Rule & Uniform Administrative Requirement for Grant and Cooperative Agreements. Program income must be reported by Sub recipients to the Vermont Center for Crime Victims Services on Quarterly Financial Reports.
7. The Vermont Center for Crime Victim Services encourages subgrantees to modify their grant budgets whenever necessary to ensure the efficient and effective use of funds. Amendments of 10% or more of any approved line item will require prior approval before expenditures are incurred. Amendments are also required when grantees seek to incur expenses in new line item, that was not included in the approved budget. Amendments must also be requested when significant changes to the approved budget and/or

project are made aware to you. This includes changes to income or expenses that deviate by 10% or more per line item. Amendments should be requested no later than 90 days prior to the grant award end date.

8. Grant Funded employees must track their time using timesheets that accurately delineate the hours dedicated to each funding source.

Other Provisions

Non-federal entities that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of the [Uniform Guidance, Subpart F \(2 CFR Chapter II, Subpart F\)](#).

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
OVC FY 2022 VOCA Victim Assistance
02160-VOCA22-4009608-2024

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at

<https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

9

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

10

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

11

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program

12

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

15

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

16

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

17

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

20

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

21

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by

law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

23

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

24

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

25

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm>

(select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

26

VOCA Requirements

The recipient assures that the State and its subrecipients will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b)(1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the State certifies that funds under this award will:

- a) be awarded only to eligible victim assistance organizations, 34 U.S.C. 20103(a)(2);
- b) not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2), or for administering the state victim assistance program, 34 U.S.C. 20110(h); and
- c) be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

27

Discrimination Findings

The recipient assures that if a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the ground of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the recipient will forward a copy of the findings to the Office for Civil Rights of OJP.

Board of Finance and City Council Submission Checklist

Department: CEDO/CJC Submitter: Rachel Jolly

Title/Subject: VOCA Award Approval: Parallel Justice

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/8/2023	Brian Pine
Mayor's Office informed and approved memo	Yes	11/27/2023	Jordan Redell
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	11/8/2023	Jared Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/8/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	11/15/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



MEMORANDUM

TO: Board of Finance / City Council

FROM: Megan Moir, DPW Division Director – Water Resources

DATE: December 4, 2023 / December 11, 2023

CC: Chapin Spencer, Director of Public Works

RE: Request for Acceptance of American Rescue Plan Act (ARPA) 2023
Pretreatment Grant Funds for Businesses and Municipalities

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks approval and authorization to accept American Rescue Plan Act (ARPA) Pretreatment Grant funds in the amount of \$342,125 to be used for a pass-through grant to Edlund Company, LLC (Edlund) in support of the replacement of pretreatment equipment for the removal of metals from the industrial wastewater stream.

If approved, the City will execute a grant agreement with the Vermont Department of Environmental Conservation (VTDEC), and will serve as the pass-through entity for the industrial wastewater pretreatment equipment replacement project at Edlund. In addition, the City will execute a sub-award agreement with Edlund, defining the terms, conditions and responsibilities of each entity in regards to encumbrance and reimbursement of grant eligible expenses.

BACKGROUND

The City continues to advance the development of a robust city-wide Industrial Pollution Prevention Program (IPPP). Since 2019, the City's Water Resources Division (WRD), in collaboration with an experienced consulting team, has been working to develop an IPPP that will allow local control over the discharge of pollutants of concern (including phosphorus, high strength waste, chemical compounds, oils and grease) from users into the City's sanitary sewer system. The WRD has identified the need to work with the City's industrial customers, such as Edlund, to ensure that their wastewater effluent is not placing an undue burden on the City's wastewater treatment plants (WWTPs) and impacting the resiliency of the City's wastewater treatment infrastructure. The City values the vibrant array of local industries and remains committed to developing an IPPP that will allow these industries to flourish while ensuring the protection of the City's water resources as well as working with business to access State funding for industrial pollution prevention at their facilities

The proposed industrial wastewater pretreatment equipment replacement project includes the replacement of an aged clarifier tank in Edlund's wastewater pre-treatment system that was installed circa 1986. Over the past nearly four (4) decades this tank has become aged and requires replacement. This pre-treatment system component replacement has been identified in State wastewater inspections dating back to 2018. By replacing this tank, Edlund is ensuring that the wastewater discharge into the City's wastewater collection and treatment system is as clean of solid metal waste as possible. This clarifier tank is the last solids removal step in the pretreatment process. Due to the age of the clarifier tank, there is the possibility of failure. A failure could potentially result in untreated or undertreated wastewater exiting the facility into the City's wastewater system. In addition to placing a burden on downstream wastewater treatment processes, a failure of the clarifier tank would prevent Edlund from being able to operate, and effectively would shut the manufacturing processes down until the pretreatment system was repaired or replaced.

Edlund's industrial wastewater pretreatment system component replacement project is coming at a time when the City is making critical and costly upgrades to the City's wastewater treatment systems. As the City continues to advance with implementing tertiary treatment technologies for the City's Main Wastewater Plant, it is crucial that WRD establish and maintain a strong pre-treatment program to protect those upgraded systems from damage that can occur from unmitigated industrial influent.

In April 2023 the Vermont Department of Environmental Conservation (VTDEC) released the ARPA Pretreatment Grant Request for Proposals (RFP). WRD had previously applied for and was awarded funding to support the IPPP development in a previous round of ARPA RFPs. Private entities were eligible for the April 2023 round of ARPA funding, but only if their municipality would act as a pass-through entity. Shortly after the RFP was released, Edlund approached WRD and given that they had already characterized their pretreatment equipment replacement needs, the City agreed to be the pass-through entity. In July 2023 the WRD, on behalf of Edlund, submitted a grant application requesting \$402,500 in eligible pretreatment equipment replacement costs. In October 2023, WRD was notified by the VTDEC that the grant application was approved and the City would be awarded \$342,125, representing 85% of the requested grant funds, to be used for the identified pretreatment equipment replacement project at Edlund. The American Rescue Plan Act specifies that these funds must be encumbered by December 31, 2024 and expended by December 31, 2026.

Edlund Company has been in business in Burlington for 98 years and currently employees 80 fulltime employees. Successful operation of the company's pre-treatment process and compliance with their pre-treatment discharge permit (3-1326) allows for manufacturing to continue, the viability of the business to prosper and associated jobs to be retained. Without the assistance of the ARPA grant, Edlund would not be able to pursue an expense of this amount to support the replacement of the clarifier tank for several years. Nearly all economic indicators point to a coming recession, or a slowing of the market. Edlund has already seen this in the form of slowing incoming orders and a

15% reduction in revenue compared to prior year this quarter. Edlund expects this trend to continue into early and mid-2024 without significant changes to the market. That coupled with the costly expense of the new piece of equipment, which is significantly over Edlund's annual capital expenditure amount, Edlund would not be able to engage in the replacement of this piece of pretreatment system equipment. It is likely that Edlund would wait until a near failure of the equipment to replace, possibly putting Main Wastewater Plant at risk of receiving excess metals. In addition, the partnership between the WRD and Edlund on this grant funded project is providing valuable working experience as to how such innovative funding arrangements can be best executed as the citywide IPPP is advanced.

VTDEC is currently in the process of preparing the grant agreement and it will be provided for City review and execution. The grant agreement with VTDEC will inform the scope of work in the sub-award agreement with Edlund. WRD is seeking to obtain Board of Finance and City Council approval to accept the grant before the grant agreement and sub-award agreement are in hand so that it can expedite execution, upon review and approval of the City Attorney's Office, of each agreement recognizing that the American Rescue Plan Act specifies that these funds must be encumbered by December 31, 2024. WRD will not execute the grant agreement without the executed sub-award agreement with Edlund.

FUNDING

If approved, the City will execute a grant agreement with the VTDEC, and will serve as the pass-through entity for the pretreatment equipment replacement project at Edlund. The administration of this grant will be performed by WRD staff. There are no other associated City funding requirements or impacts associated with this ARPA Pretreatment Grant award.

MOTION

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Public Works to execute a grant agreement for \$342,125 with the Vermont Department of Conservation for ARPA Pretreatment Grant pass-through funds to be used for pretreatment equipment replacement at the Edlund facility located at 319 Queen City Park Road, subject to the prior review and approval of the City Attorney's Office."
2. "To approve and recommend that the City Council authorize the Director of Public Works to execute a sub-award agreement with Edlund Company, LLC for ARPA Pretreatment Grant pass-through funds in amount not to exceed \$342,125 to be used for pretreatment equipment replacement at the Edlund facility located at 319 Queen City Park Road, subject to the prior review and approval of the City Attorney's Office."

City Council:

1. "To authorize the Director of Public Works to execute a grant agreement for \$342,125 with the Vermont Department of Conservation for ARPA Pretreatment Grant pass-through funds to be used for pretreatment equipment replacement at the Edlund facility located at 319 Queen City Park Road, subject to the prior review and approval of the City Attorney's Office."
2. "To authorize the Director of Public Works to execute a sub-award agreement with Edlund Company, LLC for ARPA Pretreatment Grant pass-through funds in amount not to exceed \$342,125 to be used for pretreatment equipment replacement at the Edlund facility located at 319 Queen City Park Road, subject to the prior review and approval of the City Attorney's Office."

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Megan Moir
 Acceptance of ARPA grant for Edlund Replacement of Pre-Treatment Equipment &
 Title/Subject: Sub-Award Agreement

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/27/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	11/29/2023	Jordan Redell
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/28/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	11/28/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	N/A		

Materials Included

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

Resolution Relating to

MARCH 5, 2024 ANNUAL CITY MEETING
CHARTER CHANGE RE: ELECTRIC DEPARTMENT

RESOLUTION_____

Sponsor(s): _____
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

1 That WHEREAS, the City’s charter provides that the City Council may authorize the Chief Administrative
2 Officer to pledge the credit of the City to provide working capital and liquidity for the Electric Department in
3 anticipation of the receipt of revenue for the Electric Department; and
4 WHEREAS, the Charter provides a maximum amount of such working capital to \$5,000,000; and
5 WHEREAS, the Electric Department has used such authorization for liquidity needs working capital
6 and to support its credit rating, thereby reducing its borrowing costs for capital projects, and saving the City
7 and the Electric Department money; and
8 WHEREAS, the Electric Department has requested that the City Council approve a Charter change
9 proposal for consideration by the voters at the March 2023 Town Meeting Day to increase the maximum
10 amount of such borrowing from the current \$5,000,000 level to a maximum amount of \$10,000,000;
11 NOW, THEREFORE, BE IT RESOLVED that the City Council approves the proposed amendments to
12 the City Charter recommended by the Electric Department and requests the Mayor to place the following
13 question on the ballot of the Annual City Meeting to be held on March 5, 2024 and the City Clerk to set public
14 hearings on this question in accordance with City Charter §303 and 17 V.S.A. §2645:
15 Shall the Charter of the City of Burlington, Acts of 1949, No. 298, as amended, in Title III, Article 24,
16 Bonding the City, Section 62(a), be further amended as follows:
17 (a) Except as otherwise provided, the credit of the city, except by temporary loans not
18 exceeding during any quarter of any fiscal year twenty-five (25) percent of the taxes
19 assessed upon the entire grand list for such fiscal year, and except by emergency loans as
20 hereinafter provided, shall not be pledged by the city council, or by any officer of said
21 city, unless by vote of the legal voters of said city, at a meeting thereof duly called for that
22 purpose; provided, however, that the chief administrative officer, when authorized and
23 directed by resolution of the city council, may pledge the credit of the city by a temporary
24 loan in anticipation of the receipt of revenue from the airport department, or the traffic
25 division or the wastewater or water divisions of the public works department for their

ordinary running expenses during times in any fiscal year when there are not sufficient funds on hand to the credit of the airport department or the above-mentioned divisions for the payment of such bills and accounts, or sufficient unappropriated funds in the city treasury from which such accounts may be paid pending the receipt of revenues of the division sufficient to pay such bills and accounts; and provided further, that the chief administrative officer, when authorized by the city council, may pledge the credit of the city by temporary borrowing in anticipation of the receipt of revenue from the electric department not to exceed ~~**five**~~ *ten* million dollars outstanding at any time to provide working capital and liquidity for the electric department *, with the electric department to repay such borrowing from available revenues*. Temporary notes issued hereunder in anticipation of the receipt of the revenue from the electric department shall mature within two years from the date of issue, and may be renewed or refunded by the issue of other notes maturing within a similar period whenever such action is deemed expedient. Except as above provided, all temporary loans, except loans for the payment of bills and accounts of the water division of the public works department and the electric department and except emergency loans, shall be paid by the chief administrative officer from and out of the receipts from the collection of the installment of property taxes or other taxes next falling due after the making of the loan, and all moneys received from such temporary loans, other than for the water division of the public works department and the electric department and other than from emergency loans, shall be used to pay the current and ordinary expenses of the city, pending the collection of taxes. All such temporary loans made to pay the accounts and bills of the water division of the public works department pending the receipt of revenue shall be paid during said fiscal year from the revenues received by that division. Temporary loans under this paragraph for the water division and electric departments shall be general obligations of the city notwithstanding that they are primarily payable from the revenues or receipts of the respective division and departments.

AND BE IT FURTHER RESOLVED that pursuant to 17 V.S.A Sec. 2645(7)(B)(ii) the City Council hereby determines that the proposed charter amendment is too long or unwieldy to be shown in the amended form and determines that the printed ballot shall utilize a short form question to read:

56 “Shall Article 24, Bonding the City, Section 62, of the City Charter, Acts 219 of 1949, No. 298, as
57 amended, related to pledging the credit of the city for temporary loans for working capital and
58 liquidity, be further amended to provide for an increase in the permitted amount of temporary loans for
59 working capital and liquidity for the electric department from five million dollars to ten million
60 dollars?”

61

62 * Material underlined added

63 ** Material struck out deleted

64

65 DS/TM/JP/Resolutions 2023/MARCH 5, 2024 ANNUAL CITY MEETING CHARTER CHANGE RE: ELECTRIC DEPARTMENT

66 November 30, 2023



To: Board of Finance, City Council, Mayor

From: Katherine Schad, Chief Administrative Officer, City of Burlington
Darren Springer, General Manager, Burlington Electric Department
Emily Stebbins-Wheelock, CFO and Manager of Strategy & Innovation

Re: Charter Change to Increase Electric Department Line of Credit

Date: December 4, 2023

The City of Burlington (the "City") Electric Department ("BED") seeks approval of a City Charter amendment to increase BED's revolving line of credit from \$5,000,000 to \$10,000,000 and to place a question regarding the Charter change on the Town Meeting Day 2024 ballot. BED seeks to update the Charter to increase the credit line as a means of improving BED's credit rating metrics without increasing rate pressures for customers/ratepayers.

Section 303 of the City Charter provides that the Council may authorize the Chief Administrative Officer to pledge the credit of the City for up to \$5,000,000 of temporary borrowing in anticipation of revenues from BED (a "revenue anticipation note") to provide working capital for BED. Although BED has not needed to use this line of credit since 2013, its availability is valuable as a short-term source of working capital should the need again arise. Additionally and importantly, any undrawn amount of the credit line counts toward BED's days' cash on hand, which is the key liquidity metric in BED's Moody's credit rating scorecard.

The current \$5,000,000 limit on BED's line of credit was set in 2007, when BED's operating expense budget was approximately \$22 million lower than it is today. Because days' cash on hand is a function of how many "days" of operating expenses can be covered by available liquid assets, the \$5 million line of credit provides only about 32 days cash on hand today, as opposed to approximately 50 days in 2007.

BED and the City have consulted with our municipal advisors, PFM Financial Advisors, LLC, on this proposed change. As an obligation backed by the full faith and credit of the City (but payable from BED revenues), any undrawn amount of the line of credit limit will improve Moody's rating metrics for both BED (days cash on hand) and the City (fund balance and liquidity). Conversely, any amounts drawn will factor into debt-related metrics for both BED and the City. PFM's opinion is that the proposed credit line increase should not harm the City's credit rating (as BED has not needed to draw upon it in 10 years and \$5 million is a modest amount compared to the City's total balance sheet) and will bolster an important liquidity metric for BED.

BED staff will be present at the December 4 Board of Finance and December 11 City Council meetings to answer any questions.

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

Board of Finance Motion:

To recommend that the City Council approve the attached Resolution, which approves the proposed amendments to the City Charter recommended by the Electric Department and requests that the Mayor place the following question on the ballot of the Annual City Meeting to be held on March 5, 2024:

“Shall Article 24, Bonding the City, Section 62, of the City Charter, Acts 219 of 1949, No. 298, as amended, related to pledging the credit of the city for temporary loans for working capital and liquidity, be further amended to provide for an increase in the permitted amount of temporary loans for working capital and liquidity for the electric department from five million dollars to ten million dollars?”

City Council Motion:

To approve the attached Resolution, which approves the proposed amendments to the City Charter recommended by the Electric Department and requests that the Mayor place the following question on the ballot of the Annual City Meeting to be held on March 5, 2024: “Shall Article 24, Bonding the City, Section 62, of the City Charter, Acts 219 of 1949, No. 298, as amended, related to pledging the credit of the city for temporary loans for working capital and liquidity, be further amended to provide for an increase in the permitted amount of temporary loans for working capital and liquidity for the electric department from five million dollars to ten million dollars?”

Board of Finance and City Council Submission Checklist

Darren Springer, Emily Stebbins-

Department: BED Submitter: Wheelock

Title/Subject: Charter change to increase BED's line of credit (TMD 2024 ballot item)

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/28/2023	Darren Springer
Mayor's Office informed and approved memo	Yes	11/29/2023	Jordan Redell
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	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	11/30/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	11/28/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



To: Board of Finance and City Council

From: Cindi Wight, Director of Parks, Recreation & Waterfront

CC: Orieta Glozheni, Human Resources Manager, Deryk Roach, Superintendent of Parks and Central Facilities

Date: December 4, 2023

Re: Re-classification/retitling of one position

Executive Summary:

Burlington Parks, Recreation & Waterfront ("BPRW") is requesting the reclassification and retitling of the Land Steward position to City Land Steward.

Background:

The Land Steward position was created as part of the Conservation Legacy Fund adoption and creation in 2005. This fund was established with a City-wide focus on protecting and managing Burlington's Open Spaces. Burlington Parks Recreation and Waterfront was identified as the home for the Land Steward position within the City staffing framework. This unique position supports City wide conservation goals related to nature-based climate adaptation, conservation education and land acquisition, as well as the operational management of city-owned natural areas, the Burlington Greenway, the 127 Bike Path, natural surface trails, the Community Garden program, volunteer organization for outdoor projects, as well as maintaining acquisition goals for the Conservation Legacy Fund, and maintaining multiple partnerships among other work.

In recognizing the increasing complexity and work of the Conservation program within the Parks Division and aligning our Parks Division managers, we began the work to move the position from more than a Land Steward to a full manager role. The retitling of the position with the use of "City" in front of Land Steward recognizes, similar to our City Arborist, that their work touches many areas and is not held within the boundaries of our City parks.

The current employee has done a tremendous job building the program through partners, volunteers, seasonal staff and full-time staff, including hiring a new full-time Conservation Field Coordinator made



possible by the growth in the Conservation Legacy Fund and the Bike Path Maintenance Fund. The individual also oversees .5FTE of the Community Garden and Outreach Coordinator. Of note, the City Land Steward plays an integral role in the development, review, implementation and adaptation of the Burlington Open Space Protection plan.

Retro Pay

According to the personnel manual, *“A position may be reclassified to a higher grade only if it is demonstrated that the position will perform additional, significant functions that are not addressed in the current job description and that these new functions require added skills and knowledge such that a higher grade placement is warranted.”* We received approval in spring 2022 as part of the FY23 budget to shift the Land Steward position to a manager grade, recognizing that with the Conservation program's growth, we needed the Land Steward to also function as a manager. While the incumbent stepped up to take on the additional work, which required additional skills and knowledge, they also requested the process of evaluating the job description not be rushed.

Financial Impact:

The City Land Steward's salary is paid from the Conservation Legacy Fund, and we budgeted for the salary increase in both FY23 and FY24.

Position	Current Grade/Step	Current Salary	Proposed Grade	FY24 New Salary
Land Steward	18/15	\$80,899	20/5	\$85,902

Motions:

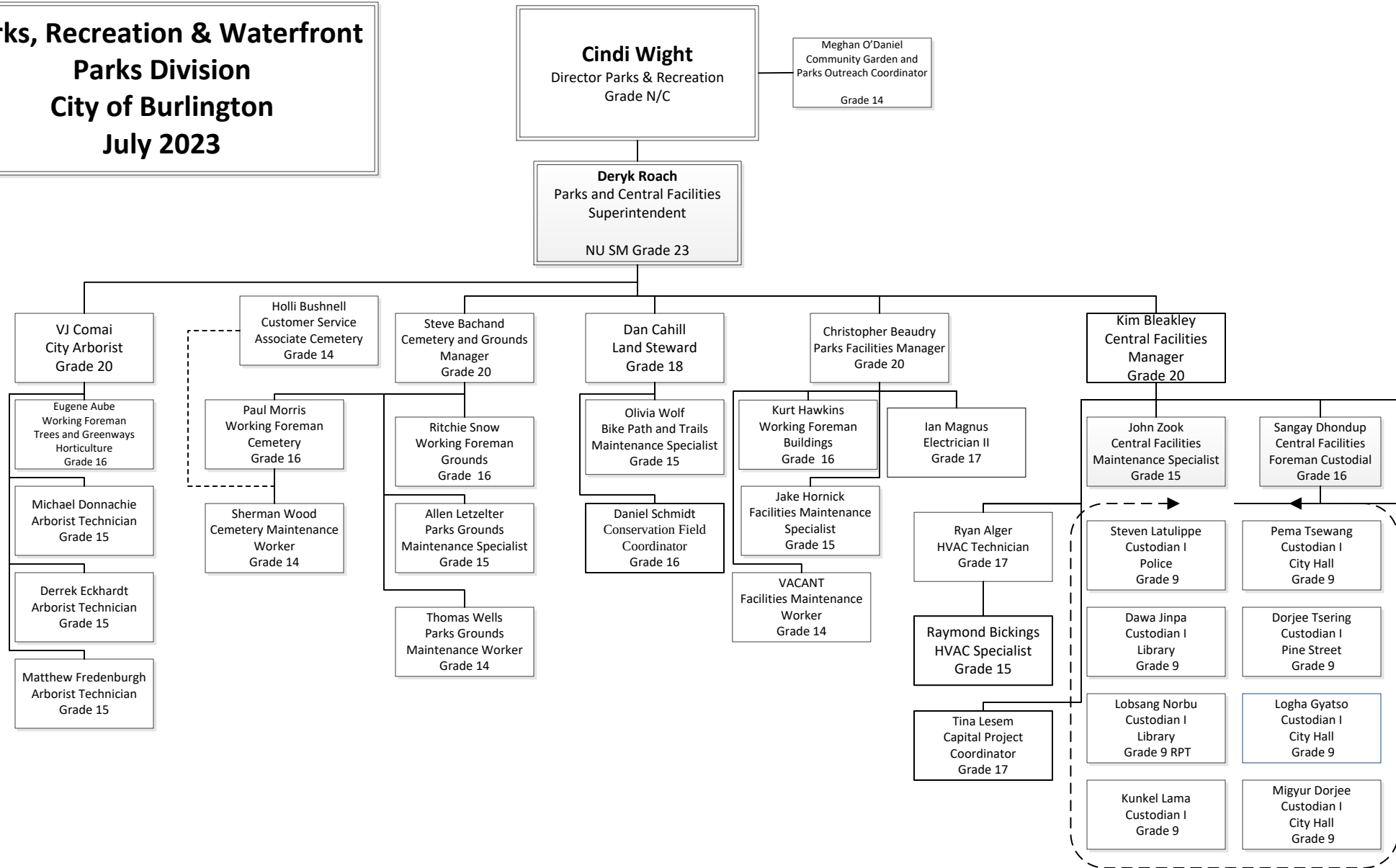
Board of Finance Motion

To recommend that the City Council approve the retitling and reclassification of the Land Steward, a regular, full-time, exempt, non-union, Grade 18 position to the City Land Steward, a regular, full-time, exempt, non-union, Grade 20 position in the Department of Parks, Recreation & Waterfront, and further authorize back pay in the amount of \$6,807.82 to the incumbent retroactive to 7/1/22.

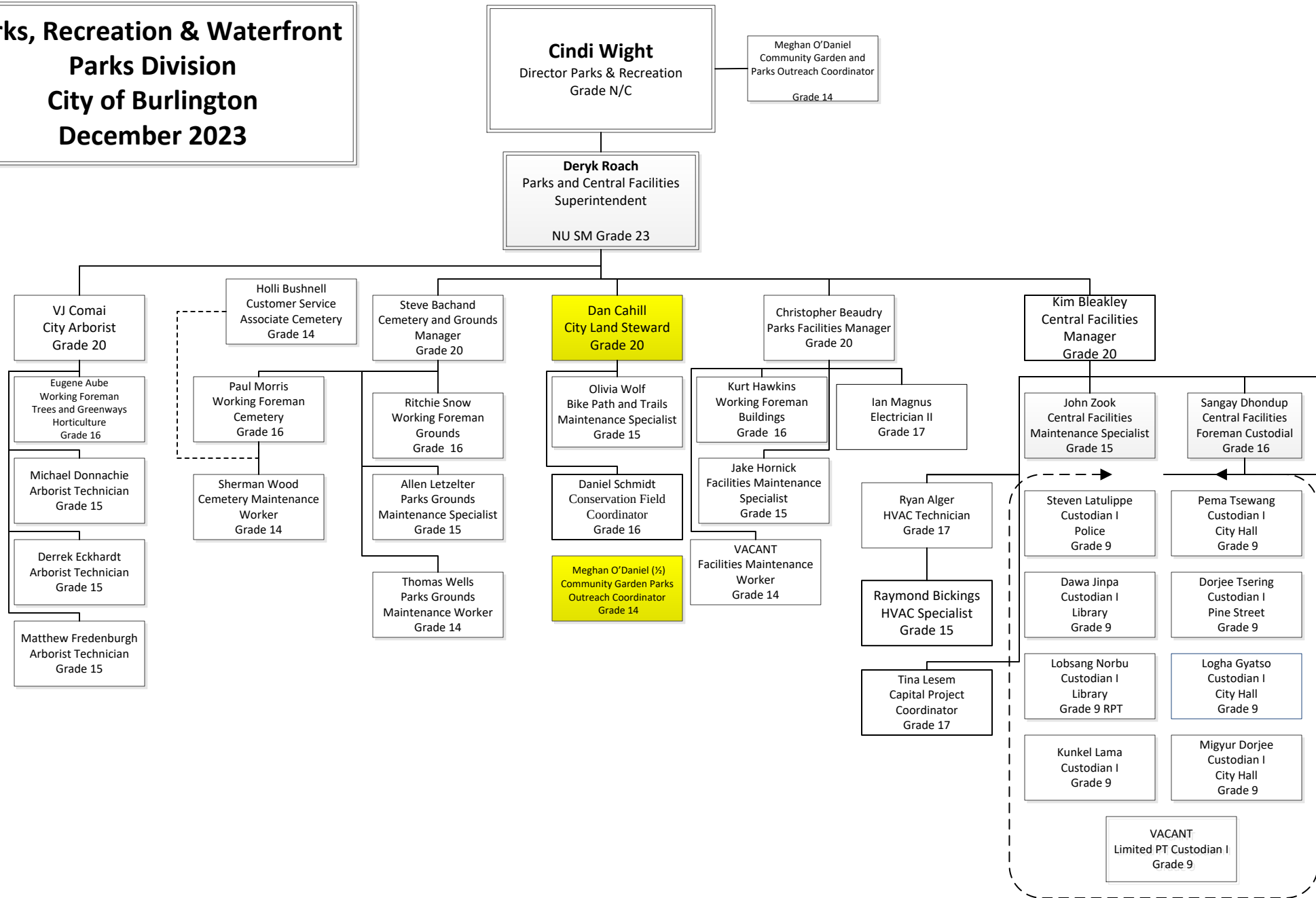
City Council Motion

To approve the retitling and reclassification of the Land Steward, a regular, full-time, exempt, Non-union, Grade 18 position to the City Land Steward, a regular, full-time, exempt, Grade 20 position in the Department of Parks, Recreation & Waterfront, and further authorize back pay in the amount of \$6,807.82 to the incumbent, retroactive to 7/1/22.

**Parks, Recreation & Waterfront
Parks Division
City of Burlington
July 2023**



**Parks, Recreation & Waterfront
Parks Division
City of Burlington
December 2023**



City of Burlington Job Description

Position Title: City Land StewardManager

Department: Parks, Recreation and Waterfront

Reports to: Superintendent of Parks and Central FacilitiesOperations and Maintenance

Pay Grade: 1820

Job Code: 1074

Exempt/Non-Exempt: Exempt

Union: Non-
Union

General Purpose: This position is responsible for ~~the leading management the management and coordination of the~~ City's Conservation Program. ~~Leadership~~ Leadership of this program ~~combines-oversees the day to day~~ day-to-day activities and resources assigned to maintain and improve management responsibilities and planning for of City owned- or leased community gardens, trails, urban wilds, and the Conservation Legacy Fund. ~~Additionally, which works to ensure that city wide conservation goals are achieved by engaging in direct management and planning for in~~ this position develops and maintains ~~through coordinating and connecting in~~ partnerships with other institutions, volunteers, organizations, and neighborhood groups to further the conservation goals, values and education represented through ~~back to espoused community goals and values as described in the City's~~ Open Space Protection Plan and other appropriate ~~Cicity-w~~Wide planning documents. ~~owned conservation lands/urban wilds, public trails, Parks Division volunteers, and the community garden program.~~ This position regularly engages with the public and city leadership to provide technical assistance, perspective, and support for conservation opportunities city-wide. ~~monitors*, supports City wide planning efforts for Conservation, for Burlington's Parks, Recreation & Waterfront.~~

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

Communication and Planning

- Build and strengthen collaboration with internal work groups, non-profit partners, government agencies, local commissions and boards focusing on conservation issues.
- Provide support, expertise and assistance to the Conservation Board, Department Director and the Park Commission through monthly reports, presentations, and attendance at public meetings.
- representing
- Ensure all City documents, both digital and paper are digitally filed and stored in an

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Commented [DR2R1]: The conservation team and outside partners produce a newsletter and content. There is process and standards that you use to publicize conservation – we should have a written policy and standards that are achieved.

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- ~~organized manner, in the City's platform, such as Sharepoint and the shared drive.~~
- ~~Negotiate and resolve conflicts of subordinate staff.~~ Prepare and develop volunteer/seasonal employment recruitment schedule, protocols, assignments and communication with Human Resources.
- Develop and execute plans designed to improve and increase participation and accessibility within diverse communities via partnerships, social and community engagement events, and program outreach through the activities of the conservation program.
 - Provide facilitation, information, guidance, connections and resources to public, partner, and stakeholder communities.
 - ~~Provide direct service opportunities to student, groups or conservation organizations.~~
 - ~~Support and direct the activities of the Community Garden and Outreach Coordinator as it relates to the Community Garden program and conservation program volunteer activities as required.~~ Cultivate, Develop, promote, and coordinate conservation education initiatives such as educational seminars, projects, ~~service learning, add in service learning, higher ed partnership etc....~~ interpretive programs and events on conservation lands/urban wilds and trails including ~~longer term~~ longer-term initiatives such as partnerships with Burlington School District, Wildways and the State of Vermont.
 - ~~This coordination shall be done with intention of connecting educational efforts to other~~
 - ~~Develop and present alterations, plans and analysis using mapping programs and tools such as ArcGIS.~~
 - ~~Support the coordination and development of planning documents and processes that range from City Wide city-wide planning efforts to property specific property-specific management plans and ecological assessments as well as- including the review of park projects and studies.~~ park-
 - Coordinate and plan work in alignment with other key internal management partners including the Cemetery, Tree and Facility Programs.
 - Participate and lead planning efforts related to both internal and external conservation initiatives, as required.
 - ~~Lead the strategic planning efforts that support the ongoing mission, vision and values of for the Conservation program and how they connect back to the Park Master Plan and the Open Space Protection Plan.~~
 - ~~Provide lead coordination~~ Coordinate and support to all operations and expenditures connected to the Conservation Legacy Fund. ~~This includes but is not limited to:~~
 - Support acquisition of natural areas and conservation lands in partnership with the Department Director, Superintendent of Parks and Central Facilities, area land trusts, non-profit organizations, and local state and federal government agencies.
 - Support and advise stakeholders, such as the director of Burlington Wildways and the Conservation Board, in the coordination and collective management of city-wide conservation initiatives.
 - Represent the City and/or act as the voting member of the City body to outside agencies as directed.
 - Negotiate and resolve conflicts with the conservation program as required.

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- Work within accordance with Burlington's Racial Equity Strategic Roadmap developing policy initiatives, programs, systemic changes and partnerships to address race-based discrimination and other forms of racism to maximize the positive impact of the REIB in Burlington's Conservation Program.
- Facilitate, provide information, advocacy and resources to the public and/or partner stakeholder communities.
- Develop, coordinate, and communicate work plans in alignment with other City/community partner agencies.

~~Coordinate the function of the Nature Based Climate Solutions grant program which includes organizing and facilitating meetings with the review and granting process, leading the outreach and engagement process, and providing assistance and support to applicants.~~

Program Management

- Develop and maintain program specific budgets, communicate regular budget projections and reports to the Supt. of Maintenance and Operations. Responsible for the safe, effective and efficient maintenance and care of our conservation program and all the elements therein.
- Develop and support conservation education initiatives.
- Manage the maintenance and care of ~35 miles of trails in Burlington.
- Support and direct the Direct the day-to-day activities of the Conservation Field Coordinator, Bike Path Maintenance Specialist, volunteers and seasonal/part-time staff as required.
- Support and direct the activities of the Community Garden and Outreach Coordinator as it relates to the Community Garden program and conservation program volunteer activities as required.
- Develop and execute plans that increase and improve participation within diverse communities via partnerships, social community engagement events, and program outreach.
- Manage and execute various budget tasks, including but not limited to, recommending annual budget appropriations for trails, conservation lands, community gardens and other conservation assets, procuring materials and services, proposing budget amendments, ordering parts and supplies, budget forecasting and monitoring.
- Develop, present and execute projects, including but not limited to developing project budgets, scope(s) of work, specifications, requests for proposals, and agreements, and oversight.
- Management and oversight of the Burlington Area Community Garden Program, including but not limited to program registration, development of policies and garden agreements, outreach, and day-to-day day-to-day operations and ground maintenance, and volunteer coordination.
- Support coordination between community garden service providers and partners to ensure services are available and provided at the highest levels and without duplication efficient.

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- ~~Cultivate community stewardship by assisting the planning and development~~developing of Conservation program volunteer programs, projects and other special events .
~~and provide technical advice to local conservation groups and partners.~~
- ~~Coordinate~~Oversee all aspects of conservation program volunteer management including the recruitment of volunteers, maintaining an active and accurate project list, preparation of work site, project description, assignments, safety equipment, materials and tools required.
- ~~Prepare and develop~~Oversee the development of the conservation program volunteer/seasonal employment recruitment schedule, protocols, assignments and communication with Human Resources in collaboration with other Park's division Programs.
- Provide direct service opportunities to students, groups and or conservation organizations including large volunteer projects ~~upwards of 120 people.~~
- Develop and coordinate a donation-based stewardship program for organizational and institutional partners seeking volunteer service opportunities.
-
- Ensure required training for this position and Conservation Program staff are satisfied.
-
- ~~Organize and develop annual program and budget goals and objectives.~~ Conduct and document regular staff meetings, evaluations, assessments and feedback to full and part-time staff as required.
-
- Hire and supervise personnel as required.
- ~~Develop and implement fundraising activities to support the Conservation program annually~~
-
- ~~Manage Vermont Youth Conservation Corps (VYCC) contract.~~Supervise program staff in the operation of all vehicles, equipment, apparatus and technology applications necessary for effective conservation operations.
- Ensure all necessary permits and inspections are secured and processed in compliance with legal requirements (zoning, inspectional services permits) for conservation work
- Submit insurance claim information to document asset damages or personnel injuries as required.
- ~~Develop contracts, Requests for Proposals, MOU's, quotes and proposals, in accordance with City of Burlington procurement policy.~~
- Support staff as necessary, including drafting progress reports, allocating resources, assisting in the prioritization of schedules and working through policy, procedures, labor, equipment materials, schedules and budget.
- Support the establishment and maintenance of various inventories and supplies consistent with OSHA standards.
- ~~Support the tracking of all work and requests, through VUEWorks, including ensuring that issues are acknowledged, status and progress is updated, documenting costs and effort, and all communication necessary to close out work orders and work requests.~~

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- Coordination of program safety and staff training as required by OSHA/VOSHA.
- Develop and maintain volunteer opportunities database(s).
- Prepare and develop volunteer recruitment schedule, protocols, assignments and communication.
- Develop and execute conservation outreach efforts including public notices, brochures, and newsletters.
- Lead conservation education initiatives such as educational seminars, interpretive programs and events on conservation lands/urban wilds and trails.
- Land and Facility Management
- Support land acquisitions through the Conservation Board and Park Commission.
- Support acquisition or/respond to development requests on behalf of the conservation program.
- Develop and present alterations, plans and analysis using mapping programs and tools such as ArcGIS.
- Monitor and maintain the City's maps and documents of sensitive, endangered and invasive species as well as perform and coordinate inspections, mitigation, or advisement to internal or outside contractors or agencies as requested.
- Develop, execute and implement management plans for conservation managed properties.
- Ensure all maintenance and improvement projects are in compliance with permits, building codes, contracts, and ensure workmanship standards are attained.
- Coordinate the function of the Nature Based Climate Solutions grants for the Conservation Program, including communicating and processing cooperative agreements, program, which includes research, application(s), organizing and facilitating meetings with the review and granting process, leading the outreach and engagement process, satisfying reporting requirements and providing assistance and support to applicants, applicant support.
- Assist in defining property boundaries in order to advise or determine the responsibility of the City for trail and conservation maintenance issues
- Implement, Develop, prepare, update and execute conservation and trails management plans. Execute, implement, or assist with replacement or improvement projects within the conservation program.
- Assist in the development and preparation of a five and ten-year capital plan for conservation program assets that is updated annually.
- Establish standards of performance through best practices, policies, and procedures using a combination of technical expertise, predictive maintenance, and other improvement resources.
- Develop model maintenance plans for trails, community gardens, and conservation lands.
- Supervise project development for trail improvement projects, community gardens or conservation program improvements
- Develop and present alterations, plans and analysis using mapping programs and tools such as ArcGIS.

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- Facilitate the acquisition of significant natural areas and important conservation lands for permanent protection within the City of Burlington in partnership with area land trusts, non-profit organizations, and local state and federal government agencies.
- Develop and execute plans designed to improve and increase participation within diverse communities via partnerships, social and community engagement events, and program outreach.
- Develop, prepare and present staff work plans to the Supt. of Park Operations and Maintenance/Superintendent of Parks and Central Facilities as required.
- Influence and motivate partners and internal operations within the City including but not limited to Department of Public Works, Planning and Zoning, and Community Office of Economic Development, and Burlington Wildways as needed to participate in specific recruitment and conservation projects.
- Attend, develop agenda items, updates and reports for Conservation Board, Park Commission Neighborhood Planning Assemblies, and other public meetings as required.
- Develop and implement fund-raising activities annually and work with Superintendent to identify resources.
- Direct the day-to-day maintenance activities of the Bike Path Maintenance Specialist, volunteers and seasonal/part-time staff as required.
- Assist in the coordination of conservation and community garden bookings and Support at Red Stone Cottage.
- Engage, facilitate and assist in strategic initiatives on behalf of the program as required.
- Monitor necessary contracts, Memorandum of Understandings (MOU's), requests for proposals, leases, and renewals of said agreements as related to land management.
- Maintain an annual capital needs assessment for community gardens, conservation/urban wilds and trails.
- Plan, assess, monitor, and prioritize potential land acquisitions and/or respond to development requests and sign-offs.
- Coordinate large volunteer projects upwards of 100-120 people.
- Respond to public requests and complaints.
- Provide assistance to other City Departments as required.
- Research grant opportunities and complete grant opportunities applications.

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Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Recreation Management, natural resources or environmental studies, and 4-4 years of experience with an emphasis on open space or natural area planning. Additional experience may be substituted for a degree requirement on a two-for-one per year basis.
- At least three (3) years experience acting in a supervisory role

Commented [18]: this is important to update this now. We would have a hard time finding someone to manage the work of this position with only 4 years experience.

Commented [DR19R18]: Something to ask HR.

Commented [CW20]: Tony, I think we should stick with four years.

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- ~~Proficiency of ArcGIS/ArcMAP and working knowledge of Trimble GPS equipment preferred.~~
- Must be able to recruit, train and supervise staff and diverse populations.
- Ability to demonstrate strong oral communication skills, including the ability to communicate effectively with municipal government officials, public and private landowners, non-profit organizations, conservation groups and volunteer Conservation Board and Open Space Protection Program steering committee members.
- Ability to demonstrate strong written communication skills, including but not limited to effectively ~~demonstrate~~ demonstrating the ability to draft Site-site Management management and Cconservation Plansplans.
- Ability to operate in a ~~Windows-based~~ Windows-based environment using word processing, spreadsheets as well as ARC-GIS online. ~~nd specialized database software required.~~
- Ability to interact professionally and respectfully with co-workers, members of the general public and elected officials both in person, digitally and on the telephone.
- Ability to work evenings, nights, and weekends as required.
- Ability to establish work and filing systems and keep information organized and accessible.
- Knowledge of budgetary procedures required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity, and inclusion as evidenced by ongoing ~~trainings~~ training and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Formatted: Line spacing: single, Outline numbered + Level: 1 + Numbering Style: Bullet + Aligned at: 0.25" + Indent at: 0.5"

Physical & Mental/Reasoning Requirements; Work Environment:

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

x	seeing	x	ability to move distances within warehouses and offices
*	color perception (red, green, amber)		lifting (specify 35 pounds)
x	hearing/listening	x	carrying (specify 35 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	ability to mount and dismount forklift
	reading – basic		pushing/pulling
x	reading – complex	x	shift work
	math skills – basic	x	moving objects
x	math skills – complex		pressurized equipment
	writing – basic	x	extreme heat

x	writing – complex	x	extreme cold
x	analysis/comprehension		high places
x	judgment/decision making	x	noise
x	clerical		fumes/odors
x	inside	x	dirt/dust
x	outside		hazardous materials
x	works alone		electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: +2.5

Indirectly Supervises: 10

Disclaimer:

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

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Revised May 2017

City of Burlington Job Description

Position Title: City Land Steward

Department: Parks, Recreation and Waterfront

Reports to: Superintendent of Parks and Central Facilities

Pay Grade:

Job Code: 1074

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose: This position is responsible for managing the City's Conservation Program and coordinating of City owned or leased community gardens, public trails, public parks and open spaces, urban wilds, and the Conservation Legacy Fund. Additionally, this position develops, coordinates and maintains partnerships with other institutions, volunteers, organizations, and neighborhood groups to further the conservation goals, values and education represented through the City's Open Space Protection Plan and other appropriate city-wide planning documents. This position manages daily operations, and budgets, monitors' goals and objectives, performs employee and asset assessments, supports City wide planning efforts for Conservation, supports the acquisition of new park lands and conservation areas, and engages with the public in response of requests for services.

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

Communication and Planning

- Coordinate and support all operations and expenditures connected to the Conservation Legacy Fund assisting with the facilitation of acquisitions of significant natural areas and important conservation lands for permanent protection within the City of Burlington in partnership with the Department Director, Superintendent of Parks and Central Facilities, area land trusts, non-profit organizations, and local state and federal government agencies.
- Coordinate the function of the Nature Based Climate Solutions grant program organizing and facilitating meetings with the review and granting process, leading the outreach and engagement process, and providing assistance and support to applicants.
- Build and strengthen collaboration with internal work groups, non-profit partners, government agencies, local commissions and boards focusing on conservation issues.
- Provide support, expertise and assistance to the Conservation Board, Department Director and the Park Commission through monthly reports, presentations, and attendance at

public meetings.

- Develop and execute plans designed to improve and increase participation and accessibility within diverse communities via partnerships, social and community engagement events, and program outreach through the activities of the conservation program.
- Provide facilitation, information, guidance, connections and resources to public, partner, and stakeholder communities.
- Develop, promote, and coordinate conservation education such as educational seminars, projects, service learning, interpretive programs and events on conservation lands/urban wilds and trails including longer-term initiatives such as partnerships with Burlington School District, Wildways and the State of Vermont.
- Support the coordination and development of planning documents and processes that range from city-wide planning efforts to property-specific management plans and ecological assessments as well as including the review of park projects and studies.
- Participate and lead planning efforts related to both internal and external conservation initiatives as required.
- Support acquisition of natural areas and conservation lands in partnership with the Department Director, Superintendent of Parks and Central Facilities, area land trusts, non-profit organizations, and local state and federal government agencies.
- Support and advise stakeholders, such as the director of Burlington Wildways and the Conservation Board, in the coordination and collective management of city-wide conservation initiatives.
- Represent the City and/or act as the voting member of the City body to outside agencies as directed.
- Negotiate and resolve conflicts with the conservation program as required.
- Work within accordance with Burlington's Racial Equity Strategic Roadmap developing policy initiatives, programs, systemic changes and partnerships to address race-based discrimination and other forms of racism to maximize the positive impact of the REIB in Burlington's Conservation Program.
- Facilitate, provide information, advocacy and resources to the public and/or partner stakeholder communities.
- Develop, coordinate, and communicate work plans in alignment with other City/community partner agencies.

Program Management

- Responsible for the safe, effective and efficient maintenance and care of our conservation program and all the elements therein.
- Develop and support conservation education initiatives.
- Manage the maintenance and care of the Burlington Greenway, and other paved trail surfaces as well as the 35 miles of public natural surface trails in Burlington.
- Manage the activities of the Conservation Field Coordinator, Bike Path Maintenance Specialist, volunteers and seasonal/part-time staff as required.
- Manage the activities of the Community Garden and Outreach Coordinator as it relates to the Community Garden program and conservation program volunteer activities as required.

- Develop and execute plans that increase and improve participation within diverse communities via partnerships, social community engagement events, and program outreach.
- Manage and execute various budget tasks, including but not limited to, recommending annual budget appropriations for the bike path, trails, conservation lands, community gardens and other conservation assets, procuring materials and services, proposing budget amendments, ordering parts and supplies, budget forecasting and monitoring.
- Develop, present and execute projects, including but not limited to developing project budgets, scope(s) of work, specifications, requests for proposals, and agreements, and oversight.
- Management and oversight of the Burlington Area Community Garden Program, including but not limited to program registration, development of policies and garden agreements, outreach, day-to-day operations and ground maintenance, and volunteer coordination.
- Support coordination between community garden service providers and partners to ensure services are available and efficient.
- Cultivate community stewardship by developing volunteer programs, projects and other special events.
- Oversee all aspects of conservation program volunteer management including the recruitment of volunteers, maintaining an active and accurate project list, preparation of work site, project description, assignments, safety equipment, materials and tools required.
- Oversee the development of the conservation program volunteer/seasonal employment recruitment schedule, protocols, assignments and communication with Human Resources in collaboration with other Park's division Programs.
- Provide direct service opportunities to students, groups and or conservation organizations including large volunteer projects.
- Develop and coordinate a donation-based stewardship program for organizational and institutional partners seeking volunteer service opportunities.
- Ensure required training for this position and Conservation Program staff are satisfied.
- Conduct and document regular staff meetings, evaluations, assessments and feedback to full and part-time staff as required.
- Hire and supervise personnel as required.
- Develop and implement fundraising activities to support the Conservation program
- Supervise program staff in the operation of all vehicles, equipment, apparatus and technology applications necessary for effective conservation operations.
- Ensure all necessary permits and inspections are secured and processed in compliance with legal requirements (zoning, inspectional services permits) for conservation work
- Submit insurance claim information to document asset damages or personnel injuries as required.
- Develop contracts, Requests for Proposals, MOU's, quotes and proposals, in accordance with City of Burlington procurement policy. Support staff as necessary, including drafting progress reports, allocating resources, assisting in the prioritization of schedules and working through policy, procedures, labor, equipment materials, schedules and budget.

- Support the establishment and maintenance of various inventories and supplies consistent with OSHA standards.
- Support the tracking of all work and requests.

Land and Facility Management

- Support land acquisitions through the Conservation Board and Park Commission.
- Support acquisition or/respond to development requests on behalf of the conservation program.
- Monitor maintain the City's maps and documents of sensitive, endangered and invasive species as well as perform and coordinate inspections, mitigation, or advisement to internal or outside contractors or agencies as requested.
- Develop, execute and implement management plans for conservation managed properties.
- Ensure all maintenance and improvement projects are in compliance with permits, building codes, contracts, and ensure workmanship standards are attained.
- Coordinate grants for the Conservation Program, including communicating and processing cooperative agreements, research, application(s), organizing and facilitating meetings with the review and granting process, leading the outreach and engagement process, satisfying reporting requirements and providing assistance and applicant support.
- Assist in defining property boundaries in order to advise or determine the responsibility of the City for trail and conservation maintenance issues
- Execute, implement, or assist with replacement or improvement projects within the conservation program.
- Assist in the development and preparation of a five and ten-year capital plan for conservation program assets that is updated annually.
- Establish standards of performance through best practices, policies, and procedures using a combination of technical expertise, predictive maintenance, and other improvement resources.
- Develop maintenance plans for trails, community gardens, and conservation lands.
- Supervise project development for trail improvement projects, community gardens or conservation program improvements
- Monitor necessary contracts, Memorandum of Understandings (MOU's), requests for proposals, leases, and renewals of said agreements as related to land management.
- Respond to public requests and complaints.
- Provide assistance to other City Departments as required.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Recreation Management, natural resources or environmental studies, and 4 years of experience with an emphasis on open space or natural area planning. Additional experience may be substituted for a degree requirement on a two-for-one per year basis.

- At least three (3) years' experience acting in a supervisory role
- Must be able to recruit, train and supervise staff and diverse populations.
- Ability to demonstrate strong oral communication skills, including the ability to communicate effectively with municipal government officials, public and private landowners, non-profit organizations, conservation groups and volunteer Conservation Board and Open Space Protection Program steering committee members.
- Ability to demonstrate strong written communication skills, including but not limited to effectively demonstrating the ability to draft site management and conservation plans.
- Ability to operate in a Windows-based environment using word processing, spreadsheets as well as ARC-GIS online.
- Ability to interact professionally and respectfully with co-workers, members of the general public and elected officials both in person, digitally and on the telephone.
- Ability to work evenings, nights, and weekends as required.
- Ability to establish work and filing systems and keep information organized and accessible.
- Knowledge of budgetary procedures required.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity, and inclusion as evidenced by ongoing training and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

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x	inside	x	dirt/dust
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Supervision:

Directly Supervises: _3__

Indirectly Supervises: _10__

Disclaimer:

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Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Revised May 2017; November 2023

Board of Finance and City Council Submission ChecklistDepartment: BPRW Submitter: Cindi WightTitle/Subject: Reclassification

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	Concurrent	

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/27/2023	Click or tap here to enter text.
Mayor's Office informed and approved memo	Yes	11/28/2023	CAO approving for Mayor's office
Board/Commission, if required	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/28/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	11/28/23	Click or tap here to enter text.
Human Resources, if personnel action -Identify HR Manager in note	Yes	11/28/2023	Orieta Glozheni
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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

MEMORANDUM

TO: Board of Finance, City Council

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

DATE: December 4 and December 11, 2023

CC: Kara Alnasrawi, Director, B&WD
Doreen Kraft, Director, BCA
Charles Dillard, Principal Planner, OCP

RE: Request to Execute a Contract with Studio RENZ+OEI for
the design and construction of the kiosk at City Hall Park

Request:

The Community & Economic Development Office (“CEDO”) in cooperation with Business & Workforce Development (BWD) and Burlington City Arts (BCA) is requesting Board of Finance and City Council approval and authorization to enter into a contract with Studio RENZ+OEI for the Design and Construction of the kiosk at City Hall Park.

Background:

City Hall Park serves as the geographic and cultural center of the City. In 2020 the City completed a historic reconstruction of the Park that prioritizes a healthy, functioning urban park, accessibility for all users in all seasons, and the enhancement of this historic space to meet the modern needs of the community. Today the park is activated year-round with concert series, festivals, and a summer and winter food and makers market that bring residents and tourists of all ages to enjoy the City’s cultural offerings. The design for this reconstructed park included a food/beverage kiosk located on the terrace west of the fountain. This permanent structure was not included in the construction for budgetary reasons. The City is now moving forward with this component of the City Hall Park redesign with funding as part of the ARPA Infrastructure investments approved by City Council on May 1, 2023. This investment will realize the kiosk envisioned in the redevelopment plans.

Procurement

The design-build RFP was issued through BCA's Application Portal and asked for conceptual designs to be submitted as part of the proposal. A review committee was established for reviewing and scoring the proposals. Review committee members included:

Abbey Duke, Parks Commission, Vermont Entrepreneur
Jeff Hodgson, Wagner Hodgson Landscape Architecture
Julia Randall, Planning Commission, SE Group
Lucas Cowan, Public Art Curator
Phet Keomanyvanh, Racial Equity Inclusion & Belonging
Samantha McGinnis, Business & Workforce Development

Three proposals were submitted and scored by the review committee based on the scoring rubric in the RFP:

Strength of Conceptual Design	30
Project Understanding: Demonstrated understanding of the parameters of this project, its limitations and potential.	20
Budget / Schedule: Outline how the project will be managed as related to proposed budget and schedule.	20
Depth of Skills: Depth of relevant technical experience in undertaking this type of project.	15
Quality, Clarity & Completeness of Submittal Package	15
Total Score	100

The Committee unanimously selected the *Cloud Bursts of Color* proposal submitted by Studio RENZ+OEI, which received the highest score.

Funding

This contract will be fully funded by the ARPA infrastructure allocation. The civil engineering and site work required for connecting the kiosk to water infrastructure and utilities will also be funded by the ARPA infrastructure allocation.

Attachments

1. Draft Contract
2. May 1, 2023 ARPA Infrastructure Resolution

Board of Finance Motion:

To approve and recommend that the City Council approve and authorize the Director of the Community & Economic Development Office to enter into a contract with Studio RENZ+OEI for the purposes of designing and constructing the kiosk at City Hall Park, with a cost of up to \$213,000 and a 15% contingency, for a total authorization and maximum limiting amount of \$244,950 subject to final review and approval of the City Attorney's Office.

City Council Motion:

To approve and authorize the Director of the Community & Economic Development Office to enter into a contract with Studio RENZ+OEI for the purposes of designing and constructing the kiosk at City Hall Park, with a cost of up to \$213,000 and a 15% contingency, for a total authorization and maximum limiting amount of \$244,950 subject to final review and approval of the City Attorney's Office.

CITY OF BURLINGTON
DRAFT CONTRACTOR CONTRACT

This Contractor Contract (“Contract”) is entered into by and between the City of Burlington, Vermont (“the City”), and StudioRENZ+OEI (“Contractor”), a New York company located at 50 Meadow St, Brooklyn, NY 11206.

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

1. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “Contract Documents”** means all the documents identified in Section 4 (Scope of Work) of this Contract.
- B. “Effective Date”** means the date on which this Contract is approved and signed by the City, as shown on the signature page.
- C. “Party”** means the City or Contractor, and “Parties” means the City and Contractor.
- D. “Project”** means the design, construction and delivery of a new 150 gross square foot kiosk structure to be known as the “City Hall Park Kiosk” located at City Hall Park, Burlington, VT 05401.
- E. “Work”** means the services described in Section 5 (Payment for Services) of this Contract, along with the specifications contained in the Contract Documents as defined in Section 4 (Scope of Work) below.

2. RECITALS

- A. Authority.** Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party’s obligations have been duly authorized.
- B. Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.
- C. Purpose.** The City seeks to employ the Contractor to to design, construct and deliver the City Hall Park Kiosk.

3. EFFECTIVE DATE & TERM

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

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

- B. Term.** This Contract and the Parties' respective performance shall commence on the Effective Date and expire on September 30, 2023 or upon the satisfaction of the City, unless sooner terminated as provided herein.

4. SCOPE OF WORK

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

5. PAYMENT FOR SERVICES

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

Design: \$24,580

Engineering & Consulting \$6,720

Artist Fee \$6,000

Construction \$163,000

Shipping & Installation \$12,700

The following items included in the proposal are not currently included in the contract but may be added via addendum:

-PV System on roof: \$10,000 - \$15,000

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

- B. Payment Schedule.** The City shall pay the Contractor in the manner and at such times as set forth in the Contract Documents and as follows:

Invoice 1 - Deposit \$18,650 Due at contract signing

Invoice 2 - Progress payment \$9,325 Due at start of SD's

Invoice 3 - Progress payment \$9,325 Due at start of CD's

Invoice 4 - Progress payment \$68,000 Due at start of Construction

Invoice 5 - Progress payment \$95,000 Due at completion of Construction

Invoice 6 - Final payment \$ 12,700 Due following Delivery & Installation

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

- C. Maximum Limiting Amount.** The total amount that may be paid to the Contractor for all services and expenses under this Contract shall not exceed the maximum limiting amount of **\$213,000**. The City shall not be liable to Contractor for any amount exceeding the maximum limiting amount without duly authorized written approval.
- D. Invoice.** Contractor shall submit one copy of each invoice, including rates and a detailed breakdown by task for each individual providing services, and backup documentation for any equipment or other expenses to the following:

Samantha Dunn

149 Church St

Burlington, VT 05401

(802) 829-6385

sdunn@burlingtonvt.gov

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

6. SECTION & ATTACHMENT HEADINGS

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

7. CONTRACT DOCUMENTS & ORDER OF PRECEDENT

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

The following documents constitute the Contract Documents:

Attachment A: Request for Proposals dated August 14, 2023

Attachment B: Contractor's Response to Request for Proposals dated September 29, 2023 and as revised November 27, 2023

Attachment C: Burlington Standard Contract Conditions Design Build

Attachment D: Burlington Livable Wage Ordinance Certification

Attachment E: Burlington Outsourcing Ordinance Certification

Attachment F: Burlington Union Deterrence Ordinance Certification

Attachment G: Contractor's Certificate of Insurance

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

8. [Reserved]

— Signatures follow on the next page —

DRAFT

SIGNATURE

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

Contractor
Jean Oei, RENZ+OEI

By: _____

Date: _____

City of Burlington
Community & Economic Development Office

By: _____

Brian Pine
Director

Date: _____

Attachment A:
Request for Proposals dated August 14, 2023

DRAFT

CITY OF BURLINGTON
REQUEST FOR PROPOSALS
CITY HALL PARK KIOSK

Issued Date: August 14, 2023

Issued By: Community & Economic Development Office (CEDO)

Deadline: September 29, 2023 12 noon

I. GENERAL INFORMATION & PROJECT DESCRIPTION

City Hall Park Kiosk, City Hall Park, Burlington, VT 05401

CEDO, in collaboration with multiple city departments including, Burlington Parks, Recreation & Waterfront, Business & Workforce Development, Burlington City Arts and Department of Public Works, is requesting innovative proposals from qualified design/build firms or teams for the design, fabrication and delivery of a kiosk in City Hall Park that will be able to accommodate a range of uses, including food, beverage and retail services. The City will be responsible for securing the required zoning permit and ensuring water, wastewater and electrical hookups are available on the site in coordination with the selected contractor.

We are requesting that RFP respondents submit a conceptual design for the City Hall Park Kiosk along with an anticipated schedule and budget for completing the design, fabrication and delivery of the Kiosk to City Hall Park.

Questions concerning this RFP must be made via email to Samantha Dunn sdunn@burlingtonvt.gov per the schedule outlined below. Responses to all submitted questions will be posted at: <http://www.burlingtonvt.gov/RFP>.

Issue date:	8/14/2023
Site Visit:	9/6/14 at 3pm
Questions due	9/11/2023
Answers posted:	9/15/2023
Proposals due:	9/29/2023
Proposal selection	10/8/2023
Contract signing, kickoff:	10/17
Delivery/Installation:	Spring 2024

Inquiries to:
Samantha Dunn, Asst. Director for Community Works
Community & Economic Development Office
sdunn@burlingtonvt.gov
(802) 829-6385

Responses to the proposal will be made through the City Hall Park Kiosk Project at the Burlington City Arts portal: <https://burlingtoncityarts.awardsplatform.com/>

II. PROJECT BACKGROUND

City Hall Park has been used as a public space dating back to the 18th Century. While its name and configuration have changed over time, it has remained a significant public open space in the core of Burlington's downtown. In 2020 the City completed a historic reconstruction of the Park that prioritizes a healthy, functioning urban park, accessibility for all users in all seasons, and the enhancement of this historic space to meet the modern needs of the community. Today the park is activated year-round with concert series, festivals, and a summer and winter food and makers market that bring residents and tourists of all ages to enjoy the City's cultural offerings. Learn more about the reconstruction of City Hall Park at: <http://greatstreetsbtv.com/city-hall-park>. The design for this reconstructed park included a food/beverage kiosk that was not included in the construction for the budgetary reasons. The City is now moving forward with this component.

The kiosk will be custom designed for the City to include engaging net zero energy education, an "information station" with upcoming events and information on how to access important resources and services as well as the infrastructure required for new food and drink options.

III. SCOPE OF WORK

This scope of work is for the design, engineering, fabrication, delivery and installation of a prefabricated food/beverage kiosk for City Hall Park as shown in the attached site plan (attachment A) and specified below. The kiosk will be connected to on-site water, sewer and electricity and will operate year-round. The Scope of Work includes:

1) Design & Engineering

Meet up to three times with the City Team to discuss, modify and finalize the proposed conceptual design for the Kiosk. Meet with selected kiosk vendor to finalize interior design/layout/components.

Develop and expand a Basis of Design document to generate a Structural Report that quantifies target performance criteria, framing layout and loads (live/wind/ice/seismic/thermal, etc.). Carry out pre-engineering of systems to confirm system depths, framing, connection configurations, etc.

Engage a Vermont State licensed Professional Engineer to provide calculations and signed shop drawings for use during fabrication.

Produce design documents necessary for fabrication and permitting of the structure.

The proposal must meet the following parameters:

Design/Build Budget: \$200,000

Size: Maximum footprint is 10 feet by 22 feet

Timeline: Ready to install March 2024

- Accommodate food/beverage/retail vending throughout the day/evening and all four seasons;
- Align with and respond to the contemporary minimalist park design (read about the design philosophy of the park and view images of the park [here](#));
- Accessible service window;
- Covered outdoor space for customers;
- Some transparency to allow for views through the kiosk;
- A way to close/secure the structure when not operating (see example here);
- Lighting design that provides an interactive and engaging experience for pedestrians when opened and closed;
- Storage area for tables, chairs, cleaning supplies;
- Signage for public messaging;
- Durable materials that are inherently resistant to theft, vandalism and weathering (deep freezes, snow, ice, salt, graffiti, maintenance of sidewalks, etc.);
- High performance envelope and mechanical systems (including heating, cooling and ventilation) designed for IECC Climate Zone 6 and in compliance with the State's Energy Code and the City's [Net Zero Energy Roadmap](#) (no fossil fuels);
- Materials and processes with the lowest possible embodied carbon;
- Accommodate electrical power and loads for all equipment with a load center and circuit breakers installed in the interior of the unit with circuit run out locations, switching and outlets as designated by vendor (electrical stub up and feeders is to be provided by others);
- Interior wall surfaces and ceiling to be clad with durable material with solid backing material a minimum of ¾" thick; interior panels mounted with exposed fasteners for easy access to wall/ceiling cavity for future work;
- Floor to be constructed with solid plywood sub-material and durable commercial grade flooring;
- Basic interior fit-out to include counters, sink, refrigeration; additional allowance for specified equipment in consultation with vendor.

2) Fabrication

Kiosk shall be fabricated off-site per final design drawings and permit requirements.

3) Delivery & Installation

Bid shall include delivery to the site at City Hall Park in Burlington and final set of the kiosk. Installation methodology involves setting the unit in place, leveling the kiosk and anchoring to the plaza. Installation will also include assisting with electrical and plumbing connections.

Water, power, and wastewater connections shall be coordinated with the City and City's site contractor.

IV. **SUBMISSIONS**

Submissions shall include:

- 1) Cover letter that outlines the vision for the project, rationale and team composition.
- 2) Plans and elevations of the proposed design.
- 3) Detailed perspective or scale model of the proposed design. If providing a scale model, include digital photographs in digital submission.
- 4) Portfolio of past related work or up to 5 images of past projects that support the applicant's qualifications for this project.
- 5) Narrative description of the proposed design that includes:
 - a. Explanation of the overarching themes of the work;
 - b. Discussion of how the proposal meets each of the parameters outlined in Section III above;
 - c. Approach to design refinement in collaboration with the City staff and selected operator;
 - d. Techniques for fabrication and familiarity with materials proposed;
 - e. Requirements for installation.
- 6) Project Team consisting of:
 - a. Narrative outlining the roles of each firm and team members;
 - b. Firm description(s);
 - c. Biography/resume of team members;
 - d. References.
- 7) Detailed project schedule, including design, fabrication and delivery.
- 8) Detailed budget including time, materials, engineering, installation, travel, and any other applicable direct expenses.
- 9) Executed copy of Exhibit A attached to this RFP

Submissions must be uploaded no later than 12 noon on September 29th, 2023 at this portal link (City Hall Park Kiosk Project):

<https://burlingtoncityarts.awardsplatform.com/>

V. **SELECTION PROCESS**

Proposals will be reviewed and evaluated by a committee made up of City Staff, local business and a panel of Design Professionals. Proposals will be rated according to the following criteria:

Strength of Conceptual Design	30
Project Understanding: Demonstrated understanding of the parameters of this project, its limitations and potential.	20
Budget / Schedule: Outline how the project will be managed as related to proposed budget and schedule.	20
Depth of Skills: Depth of relevant technical experience in undertaking this type of project.	15
Quality, Clarity & Completeness of Submittal Package	15

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

VI. EXHIBITS

Exhibit A: Understanding of RFP Procedure, Terms and
Conditions Exhibit B: Rendered Site Plan & Dimensioned Site Plan
Exhibit C: Precedent Images

NOTE: Exhibits D through H omitted. Redundant with Contract.

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

VII. CONTRACTING

The contractor must qualify as an independent contractor and, prior to being awarded a contract, must apply for registration with the Vermont Secretary of State's Office to do business in the State of Vermont, if not already so registered. The registration form may be obtained from the Vermont Secretary of State, 128 State Street, Montpelier, VT 05633-1101, PH: 802-828-2363, Toll-free: 800-439-8683; Vermont Relay Service – 711; web site: <https://www.sec.state.vt.us/>. The contract will not be executed until the consultant is registered with the Secretary of State's Office.

Prior to beginning any work, the consultant shall obtain Insurance Coverage in accordance with the Burlington Contract Conditions (Exhibit E in this RFP). The certificate of insurance coverage shall be documented on forms acceptable to the City.

VIII. Agreement Requirements

The selected consultant will be required to execute a contract with the City on the terms and conditions required by the City, including but not limited to those in the Burlington Contract Conditions (Exhibit E) and the attached Draft Agreement. No proposal will be considered accepted until all necessary City authorizations—including those required by Board of Finance and City Council if necessary—have been received and an agreement is executed by both parties.

IX. LIMITATIONS OF LIABILITY

The City assumes no responsibility or liability for the response to this Request for Proposals.

X. COSTS ASSOCIATED WITH PROPOSAL

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

XI. INDEMNIFICATION

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

XII. REJECTION OF PROPOSALS

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

XIII. OWNERSHIP OF DOCUMENTS

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

XIV. DUTY TO INFORM CITY OF BID DOCUMENT ERRORS

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

XV. PUBLIC RECORDS

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

EXHIBIT A

Understanding of RFP Procedure, Terms and Conditions

This page to be returned with qualifications submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant/Team: _____

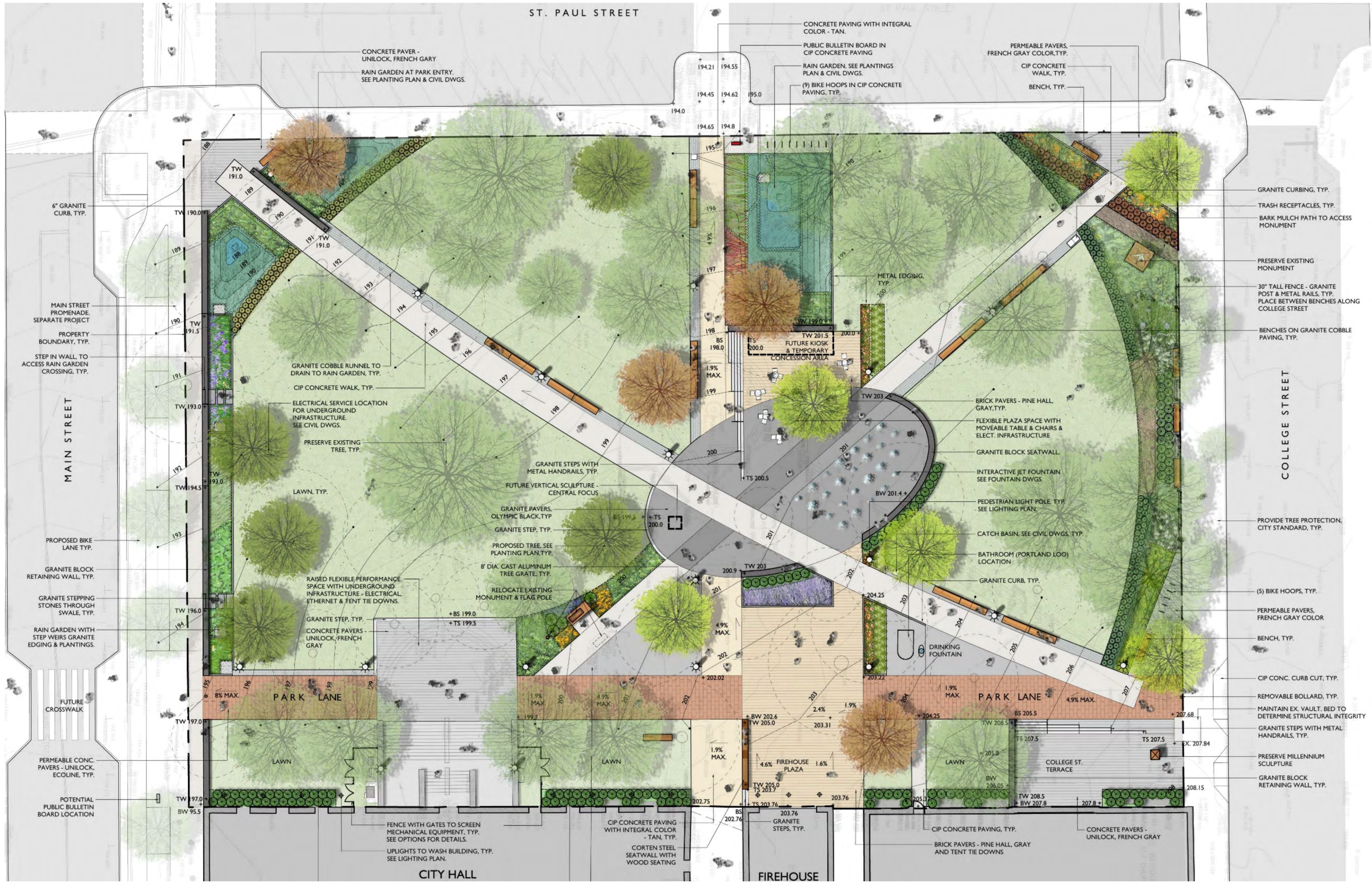
Representative's Printed Name: _____

Representative's Signature: _____

Date: _____

EXHIBIT B:

Rendered Site Plan & Dimensioned Site Plan



Great Streets BTV
City Hall Park Landscape Plan – March 7, 2018

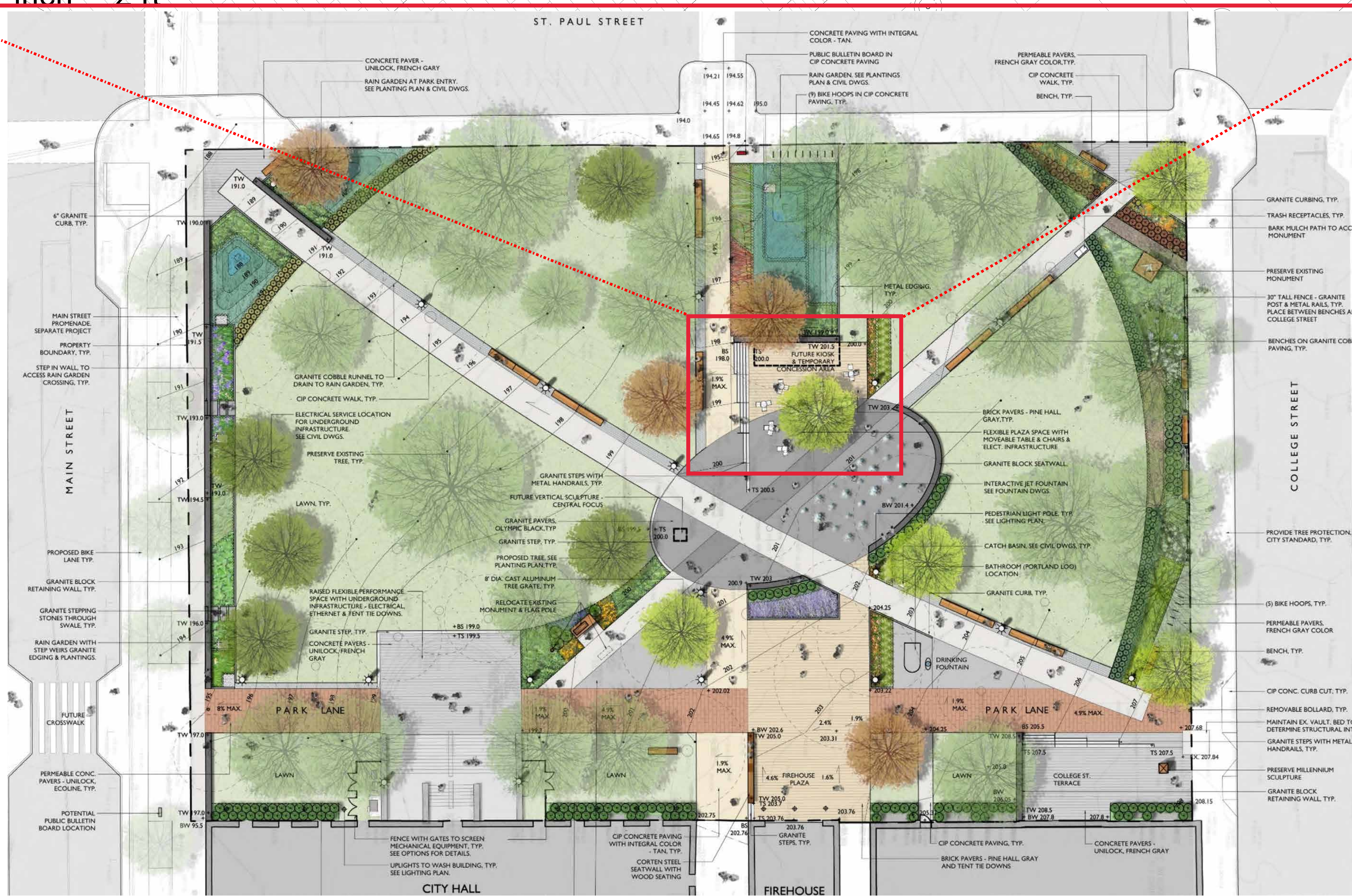
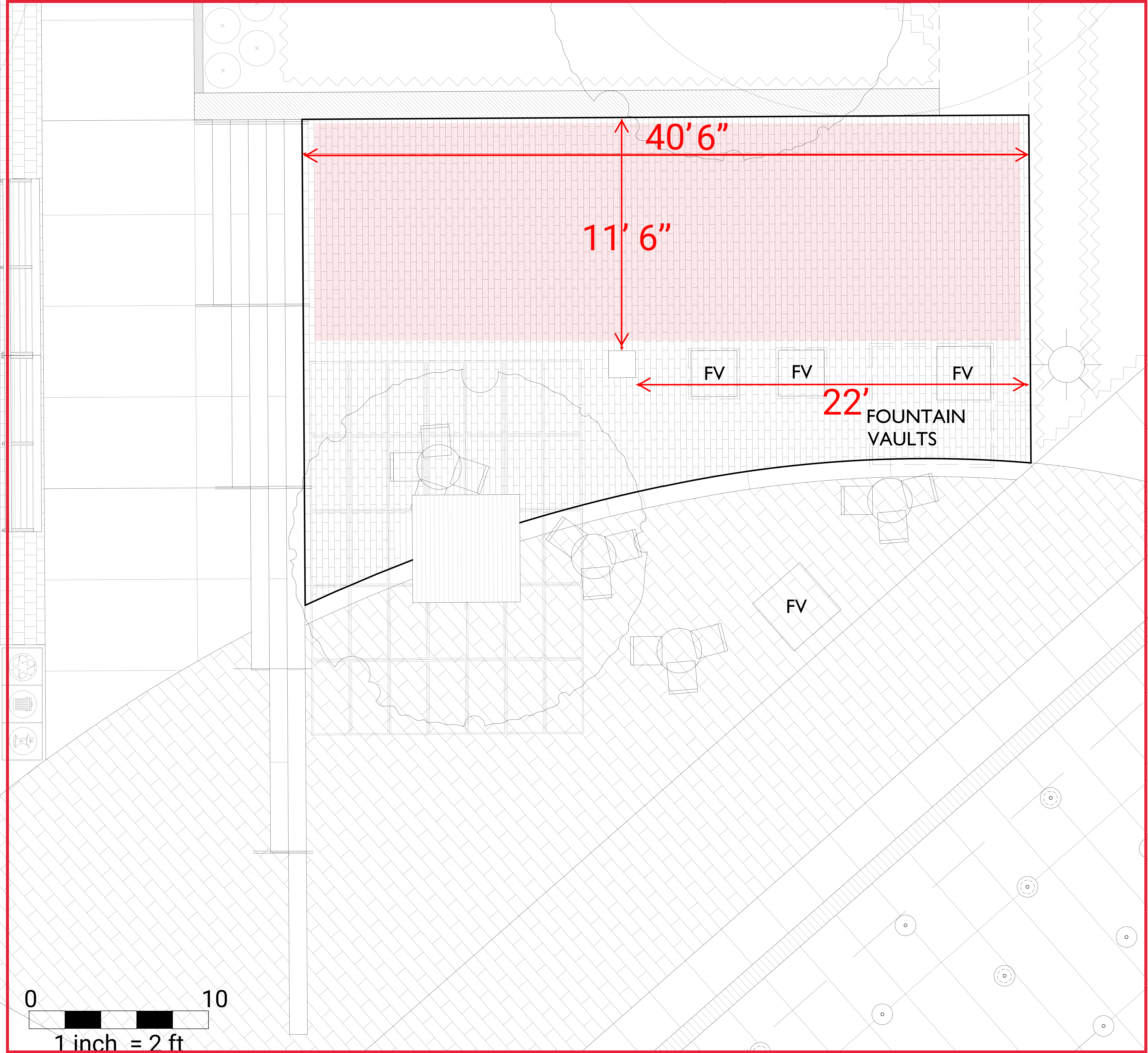


Exhibit C:

Precedent Images



OPEN → CLOSED



Downtown Brooklyn Kiosk, NYC



OPEN → CLOSED



Harbour Kiosk, Hong Kong



Würstelstand Artur, Vienna



Kioskque Eiffel, Paris



Bryant Park Kiosk, NYC



Shake Shack, NYC



Cubox Solar Kiosk



Page 165 of 424
Luénigs Kiosk, Burlington

Attachment B:
Contractor's Response to Request for Proposals dated September 29, 2023
and as revised November 27, 2023

DRAFT

Design Build Proposal 2.0

City Hall Park Kiosk

Community & Economic Development Office

City Of Burlington, Vermont

27 November 2023

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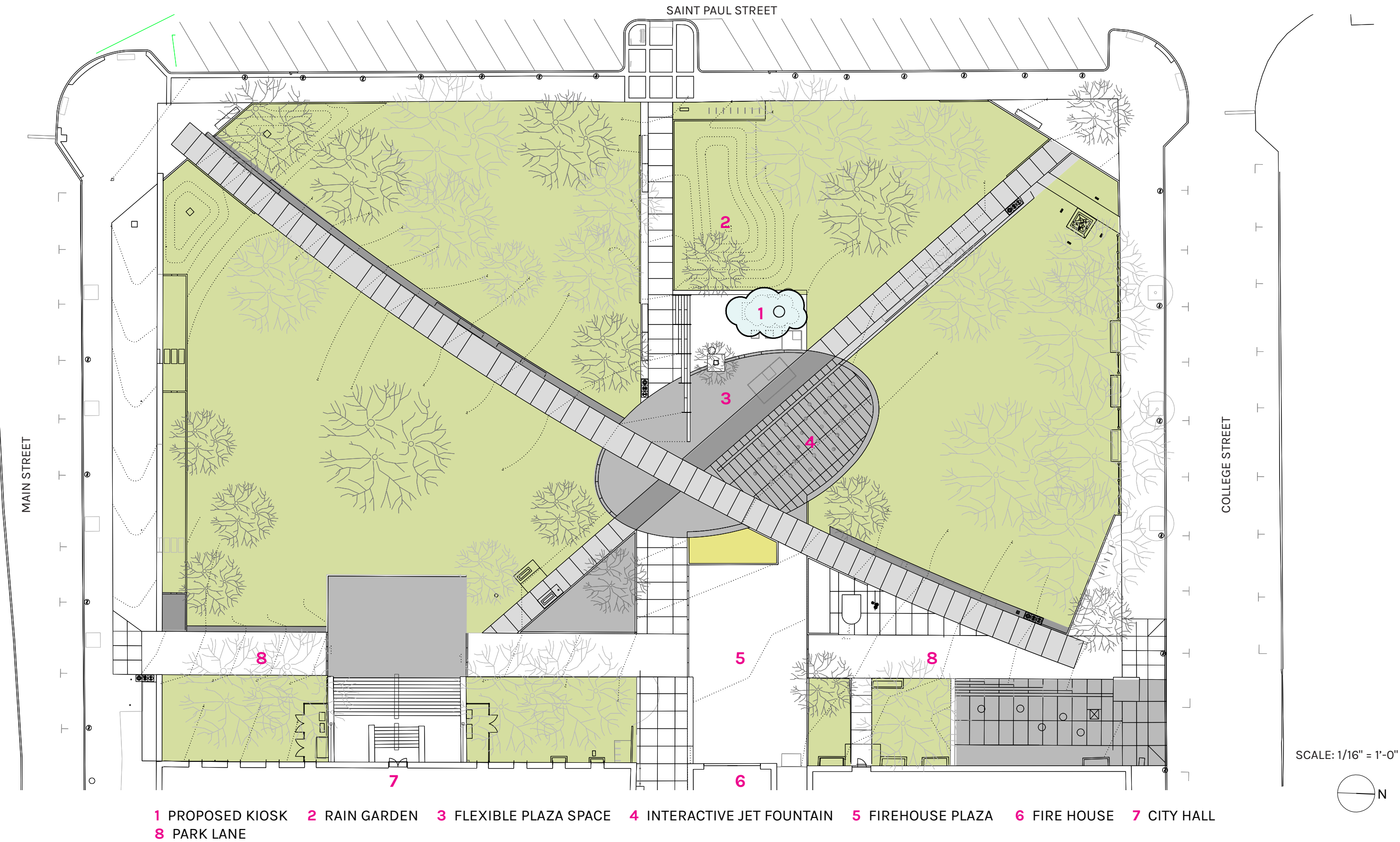
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Project Schedule 2.0..... 15

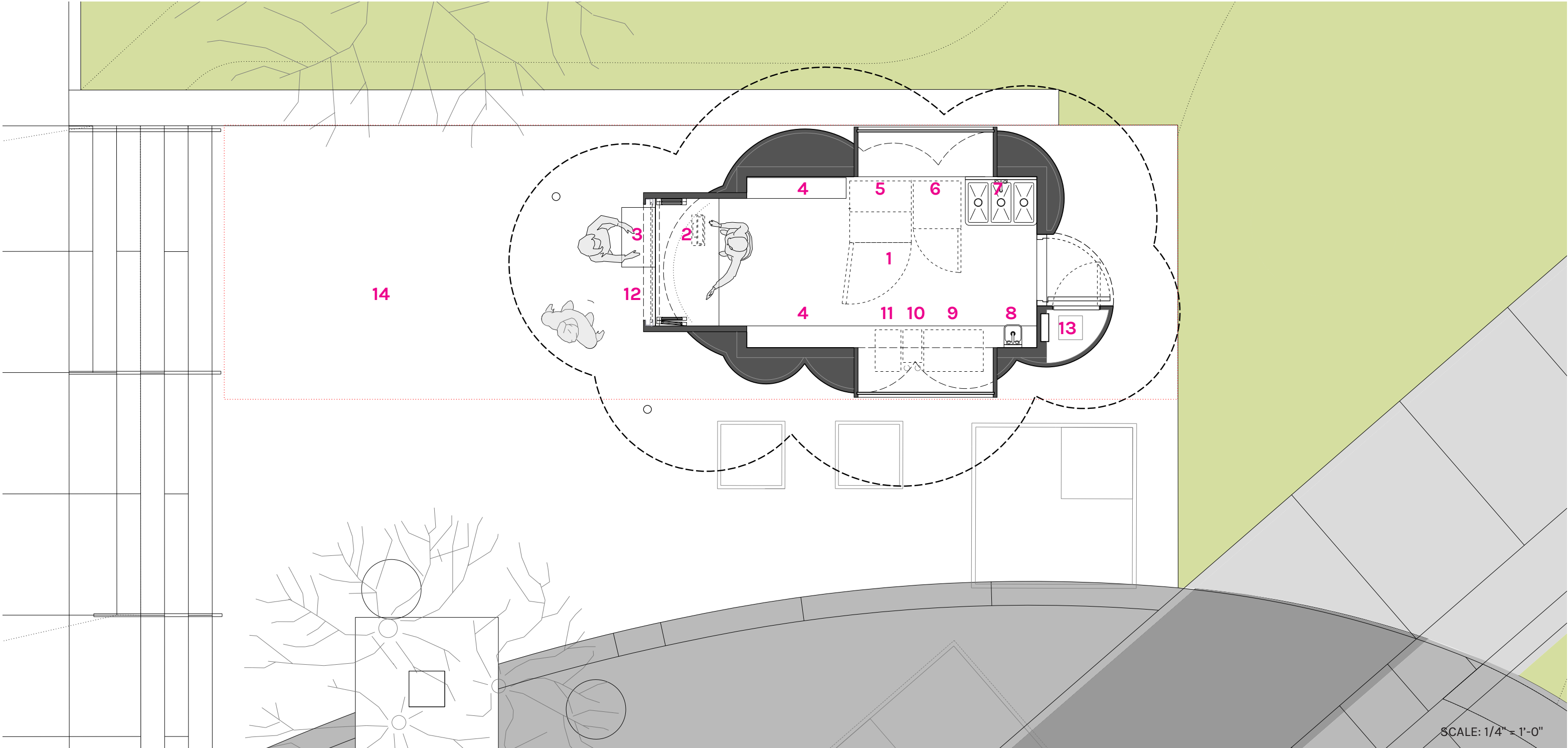
Project Budget + Fee Proposal 2.017

Concept Design 2.0

City Hall Park Plan

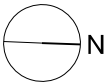


Kiosk Floor Plan

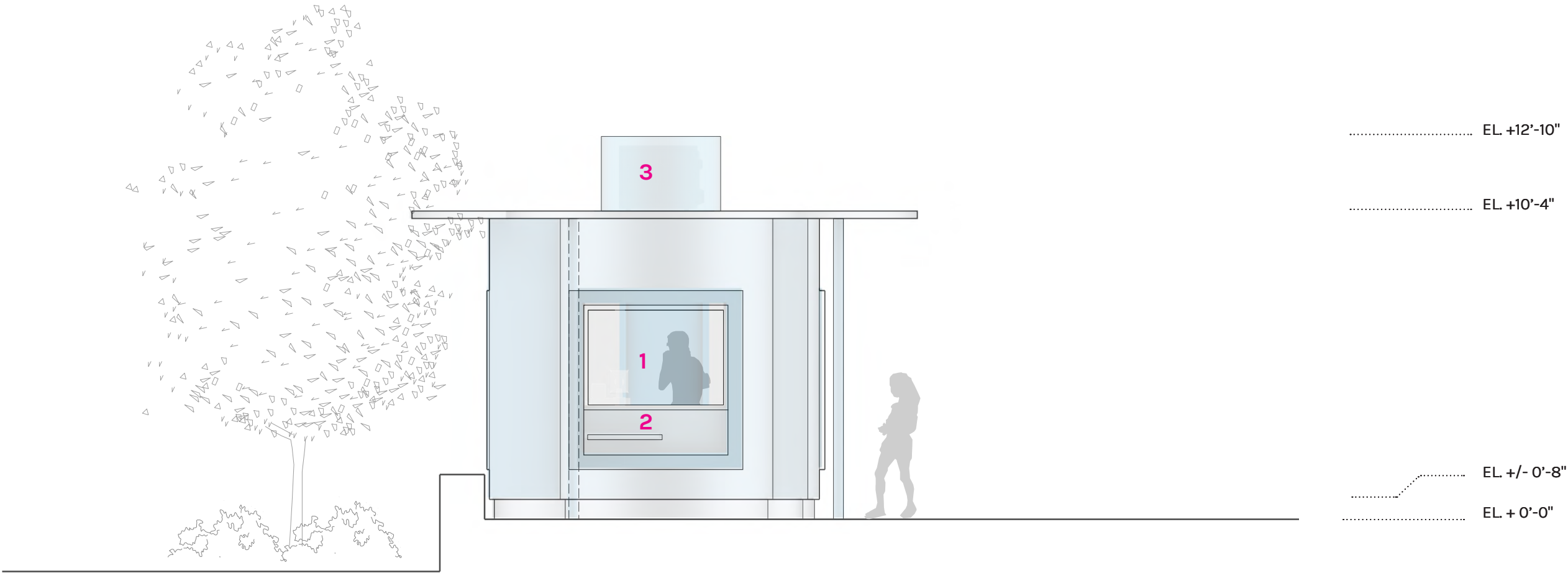


SCALE: 1/4" = 1'-0"

- 1 KIOSK WORKSPACE 100 NSF 2 REGISTER 3 ACCESSIBLE COUNTER 4 COUNTER 5 SANDWICH PREP N.I.C. 6 UNDER COUNTER REFRIGERATOR
7 TRIPLE SINK 8 HANDWASH SINK 9 ESPRESSO MACHINE N.I.C. 10 ESPRESSO GRINDER N.I.C. 11 DRIP BREWER N.I.C. 12 ROLL DOWN SECURITY DOOR
13 ELECTRICAL PANEL AND FEED 14 KIOSK PLAZA



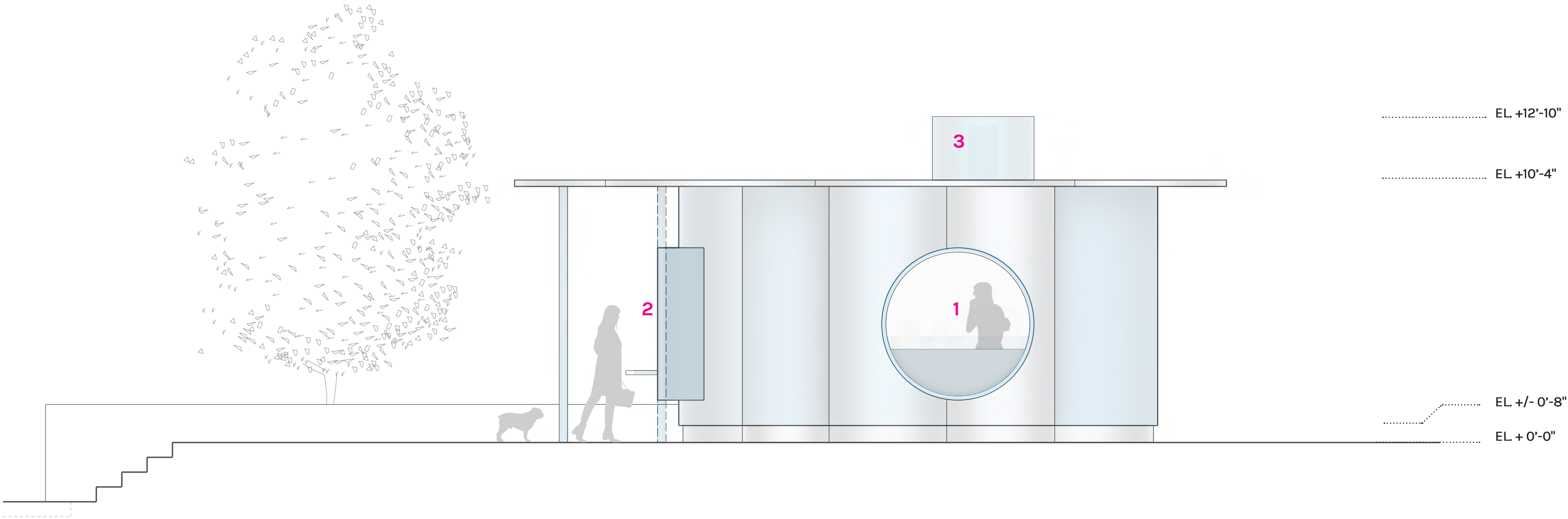
Kiosk Elevation South



SCALE: 1/4" = 1'-0"

1 SERVICE WINDOW 2 ACCESSIBLE COUNTER 3 MECHANICAL ENCLOSURE

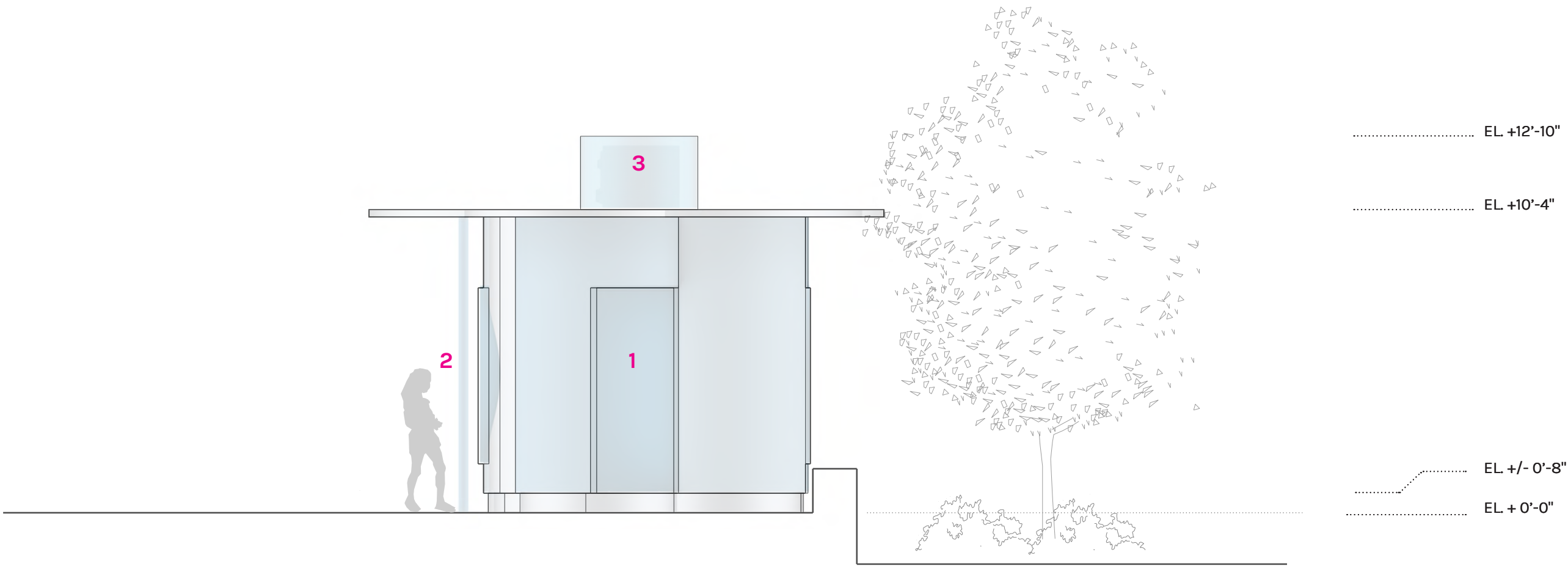
Kiosk Elevation East



1 CIRCULAR WINDOW / COFFEE STATION 2 SERVICE WINDOW 3 MECHANICAL ENCLOSURE

SCALE: 1/4" = 1'-0"

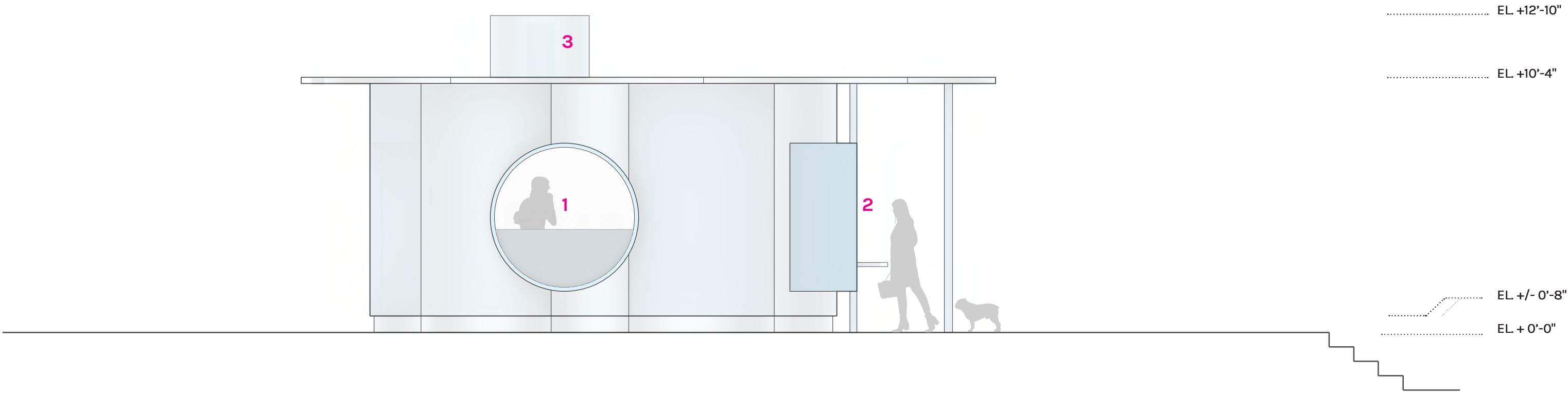
Kiosk Elevation North



SCALE: 1/4" = 1'-0"

1 PERSONNEL DOOR 2 CIRCULAR WINDOW / COFFEE STATION 3 MECHANICAL ENCLOSURE

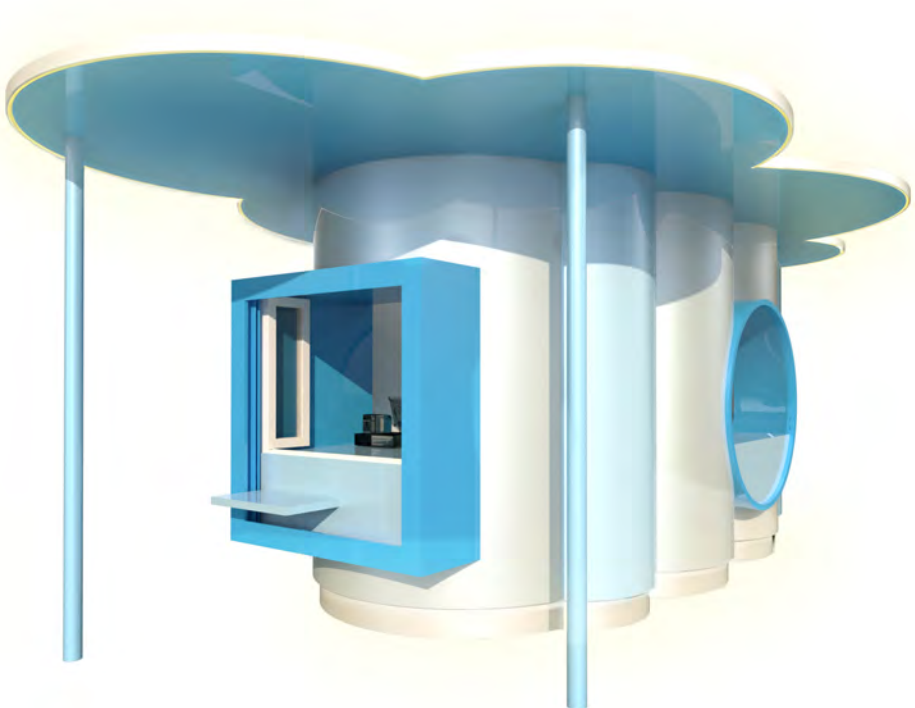
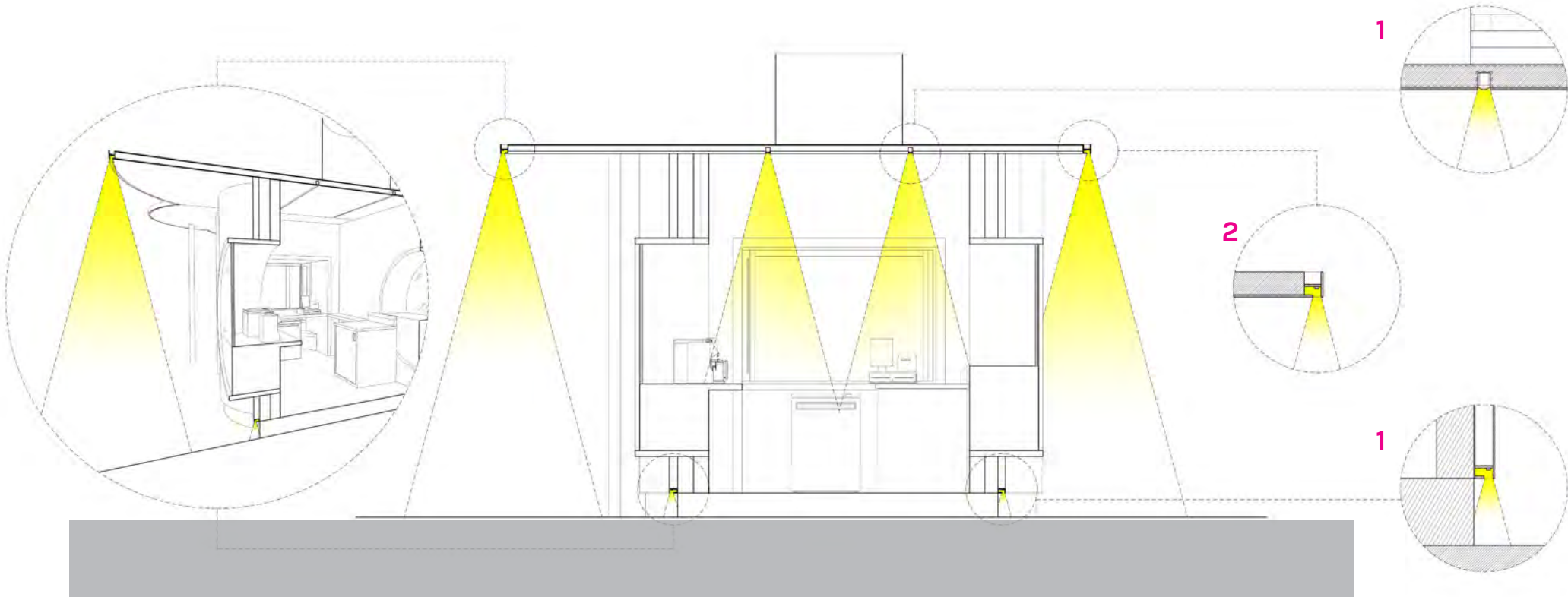
Kiosk Elevation West



SCALE: 1/4" = 1'-0"

1 NEW CIRCULAR WINDOW 2 SERVICE WINDOW 3 MECHANICAL ENCLOSURE

Kiosk Lighting



1 FLEXIBLE LED STRIP LIGHT (EXTERIOR) 2 LED LINEAR FIXTURE (INTERIOR)

Rendered Views 2.0

View Looking North West at Kiosk and Water Fountain



View Looking West at Kiosk

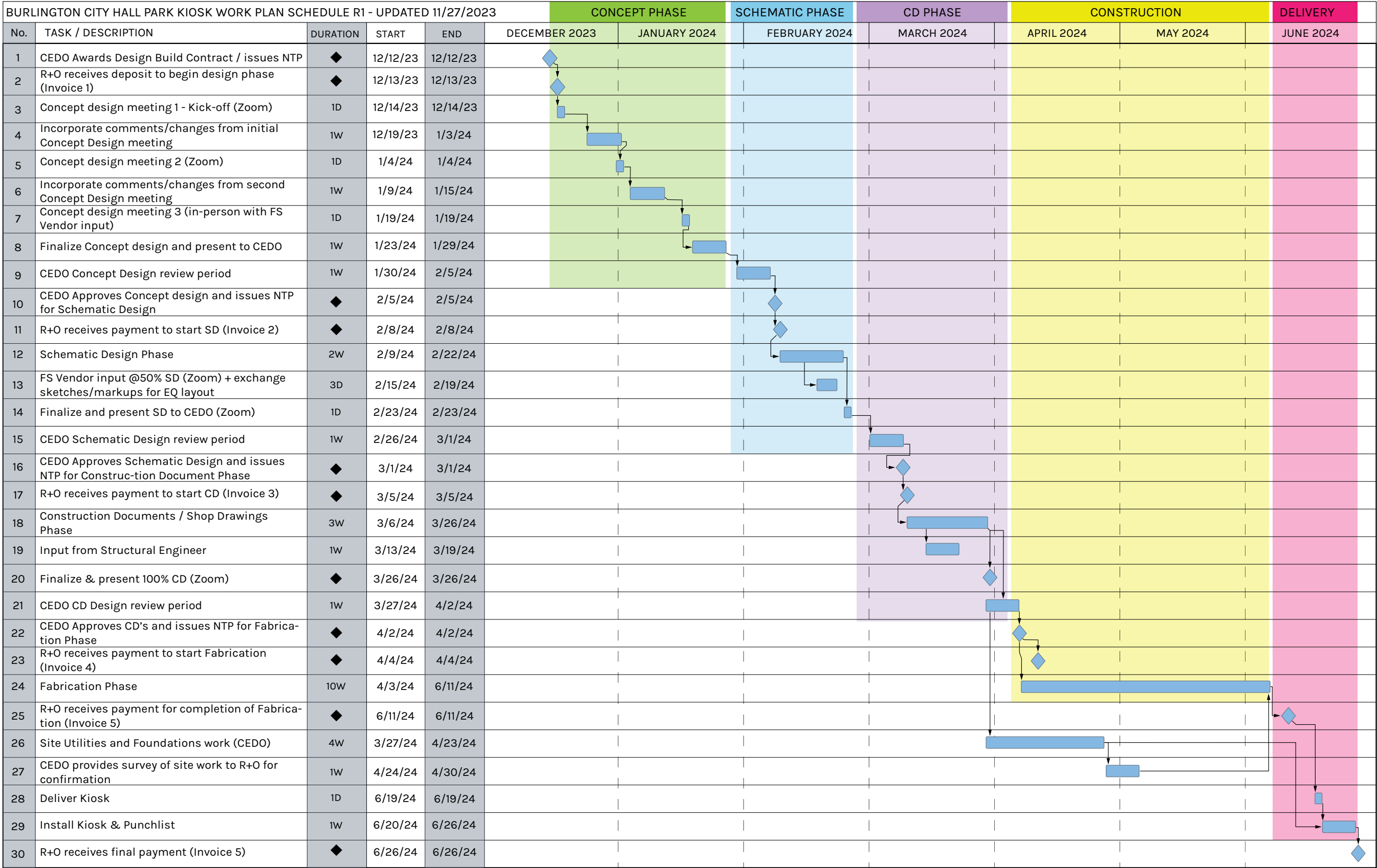


View Looking North at Kiosk



Project Schedule 2.0

Project Schedule



Project Budget + Fee Proposal 2.0

Budget, Fee Proposal and Payment Schedule 2.0

RENZ+OEI proposes to provide the aforementioned services for the lump sum fee as follows:

DESIGN	\$21,700.00
ENGINEERING CONSULTING	\$6,720.00
ARTIST FEE	\$6,000.00
CONSTRUCTION	
- MATERIALS & EQUIPMENT	\$63,000.00
- LABOR	\$95,000.00
SHIPPING AND INSTALLATION	\$12,700.00
TOTAL PROPOSED BUDGET	\$205,120.00

ADDITIONAL COSTS RELATED TO REVISED CONCEPT:

- DESIGN COSTS	\$2,880.00
- BASE LIGHTING	\$1,200.00
- ADDITIONAL WINDOW	\$3,800.00

TOTAL PROJECT COST: \$213,000.00

The Payment Schedule for the aforementioned services to be as follows:

INVOICE 1 - Deposit, due at contract signing	\$18,000
... 7 Weeks	
INVOICE 2 - Progress payment, due at start of SD	\$18,000
... 5 Weeks	
INVOICE 3 - Progress payment, due at start of CD's	\$33,400
... 4.5 Weeks	
INVOICE 4 - Progress payment, due at start of Construction	\$50,000
... 10 Weeks	
INVOICE 5 - Progress payment, due at completion of Construction / prior to Shipment	\$80,000
... 2 Weeks	
INVOICE 6 - Final payment, due at completion of Installation	\$13,600

Thank you !

Design Build Proposal for

City Hall Park Kiosk

Community & Economic Development Office

City Of Burlington, Vermont

29 September 2023

Samantha Dunn
Assistant Director for Community Works
Community & Economic Development Office
Rm 32, City Hall, 149 Church Street
Burlington, VT 05401

Dear Samantha,

Thank you for the opportunity to respond to this RFP for the Community & Economic Development Office. We are thrilled to be considered for this project and excited about the prospect of further developing and implementing the concepts we have included in this proposal. We believe that our experience and expertise make us the ideal partner to execute this important part of your master plan.

Through visiting the site and meeting your team, we gained a deeper understanding of the vision for this project, which led us to engaging an artist team, Wade and Leta, whom we thought would be the perfect collaborator on the conceptual design of the kiosk. They were ecstatic about participating and have worked closely with us over the last month to develop a concept that we feel truly embodies the context and goals of the project.

We wanted to treat this design brief as a sculptural work of art, that also serves as a well-appointed vending kiosk. In doing so, we feel that we are offering a solution that is not only unique and engaging, but also highly functional and would meet the needs of most any vendor.

By bringing in an exceptional, world-renowned artist team to collaborate on the concept design, and pairing that with our intimate knowledge and experience designing and building kiosks, we are confident that we can offer the greatest value to the City of Burlington in implementing this important component of the City Hall Park Master Plan. As you read through our proposal, you will find that we have addressed each of your criteria either in narrative form or through diagrams and drawings. We welcome any questions that may arise during your review and we look forward to continuing our conversation.

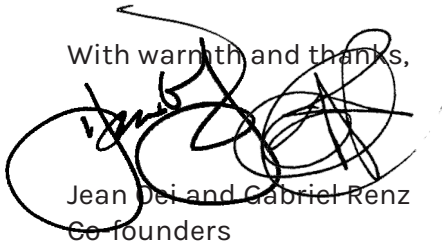
With warmth and thanks,

Jean Dei and Gabriel Renz
Co-founders

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Concept Design

Cloud Bursts of Color

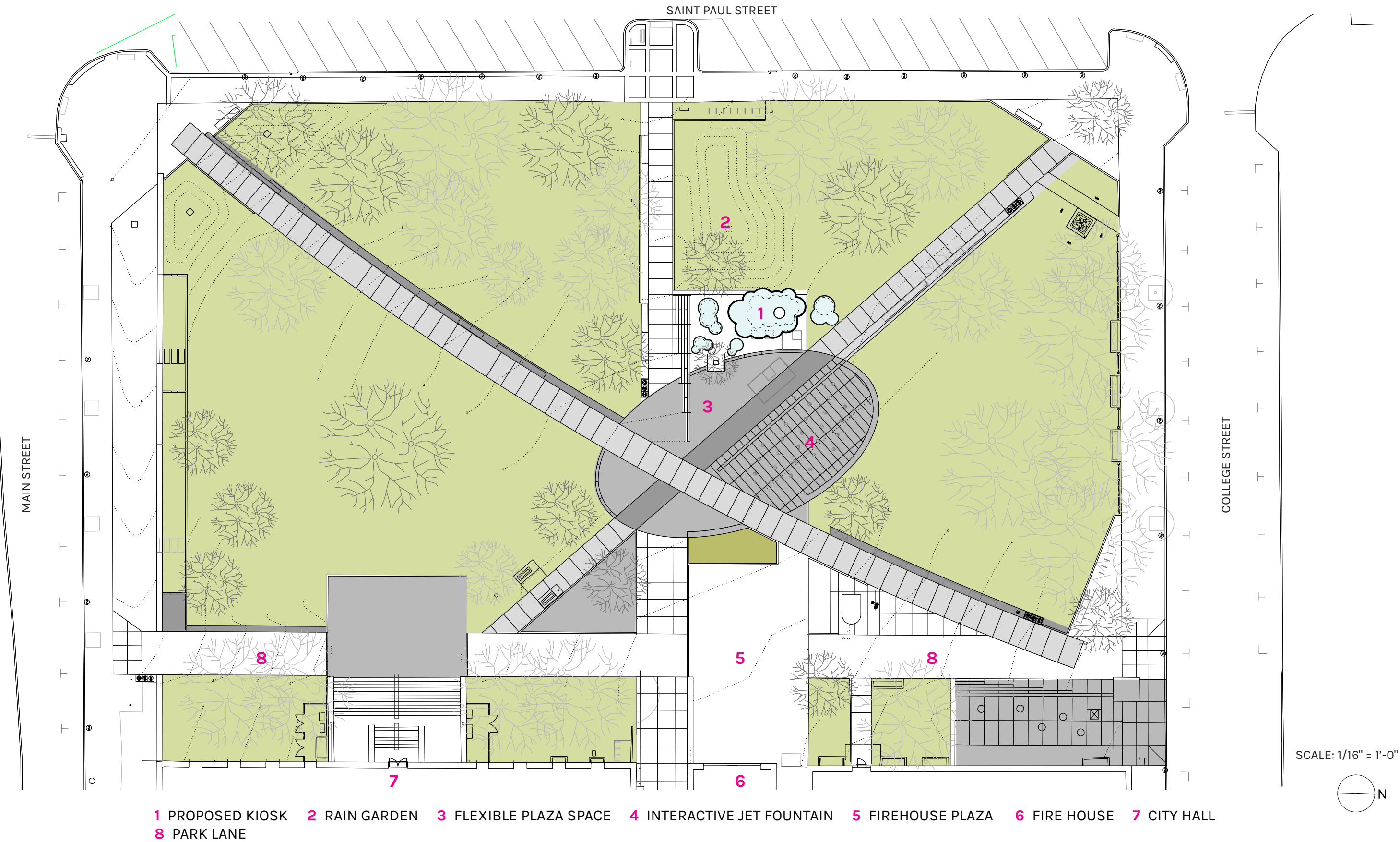
A cloud is light, ageless, timeless, and free. Their weightless formations are optimistic, exceeding the limitations of human travel and discovery. Forever soft and undulating, the cloud becomes an icon of optimism and fanciful exploration.

For Cloud Bursts of Color, our concept systematizes these formations, utilizing a geometric solution to spark an idea of an ethereal setting within the greater lush landscape. Its design is a playful invitation to wanderers from near and far. The motifs of circles expands from the body of the kiosk to its aligning seating and standing table, creating a cluster of cloudbursts in an unsuspecting area.

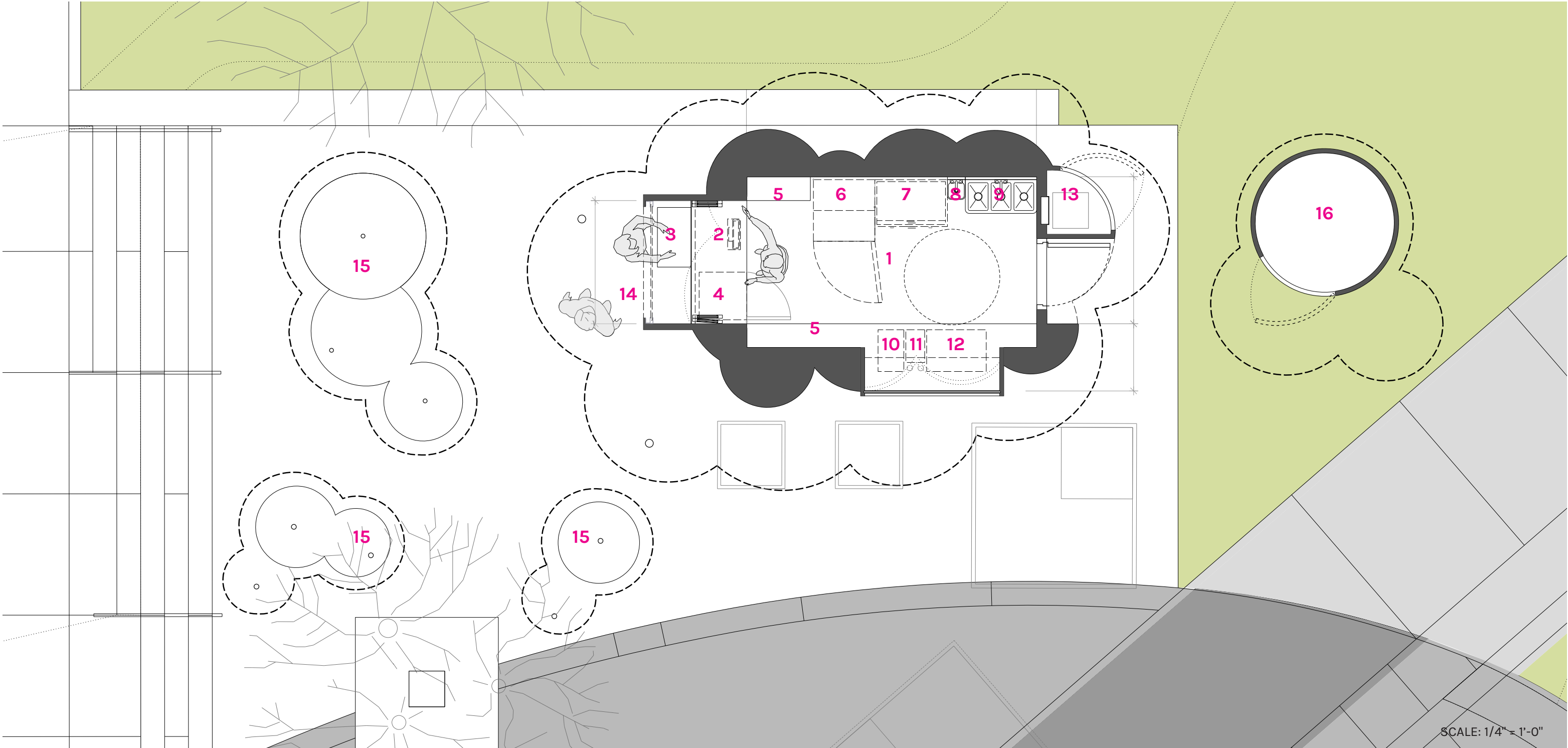
The kiosk stands out boldly with its kaleidoscope of geometric shapes and brilliant hues that mirror Vermont’s vivid seasons. Its form is an ode to the unexpected, an artistic masterpiece that contrasts beautifully with the surrounding landscape. The structure appears to float in its park surroundings, a surreal vision that captures the imagination.

Our vision for Cloud Bursts of Color is simple yet profound: to infuse a splash of color, creativity, and cheer into Vermont’s natural splendor. We aim to draw visitors from every corner of the state and beyond, offering them a vibrant escape into a world of imagination and delight.

City Hall Park Plan

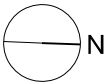


Kiosk Floor Plan

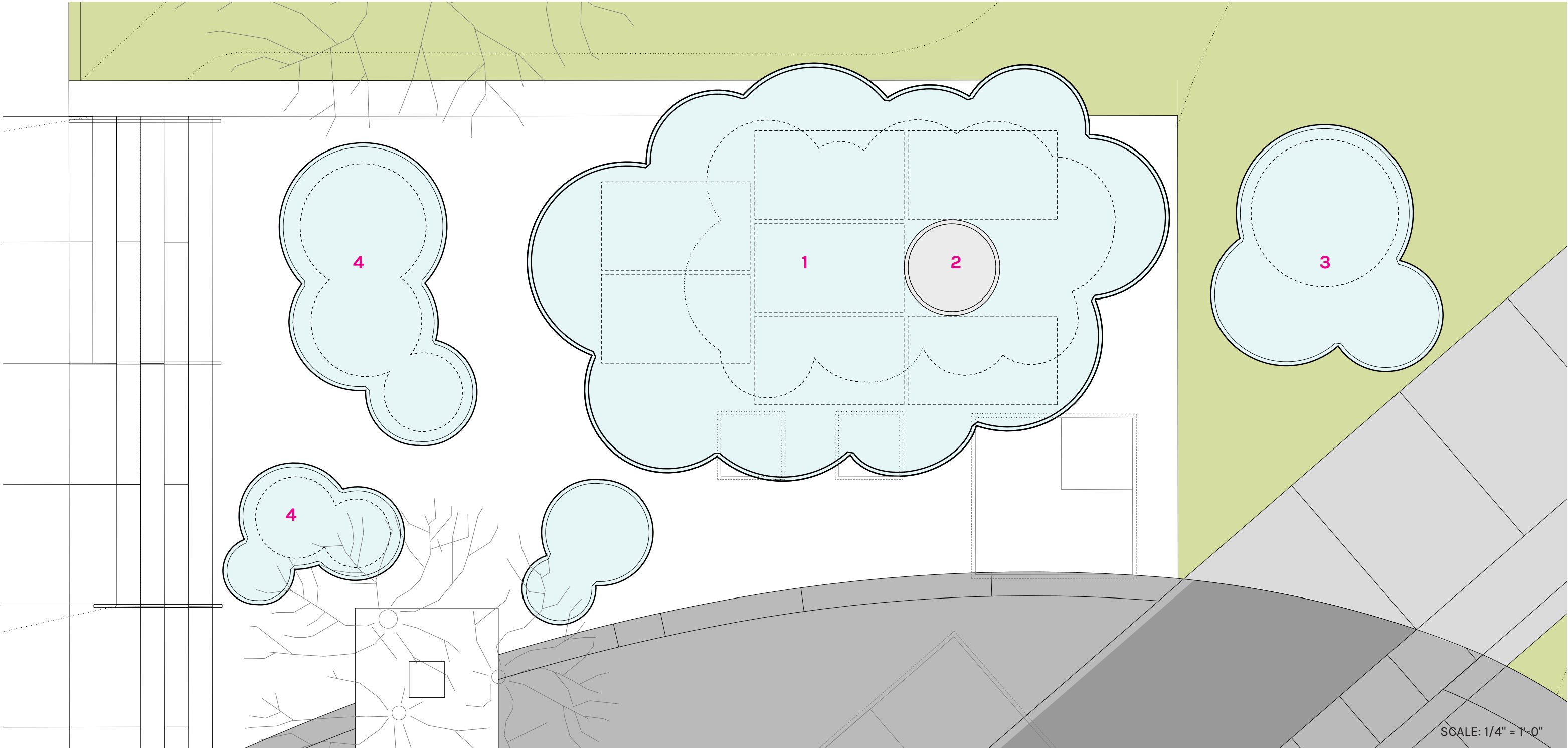


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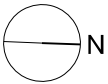
- 1 KIOSK WORKSPACE 100 NSF 2 REGISTER 3 ACCESSIBLE COUNTER 4 UNDER COUNTER REFRIGERATOR 5 COUNTER 6 SANDWICH PREP N.I.C.
7 COUNTERTOP GRIDDLE WITH REFRIGERATED CHEF BASE N.I.C. 8 HANDWASH SINK 9 TRIPLE SINK 10 DRIP BREWER N.I.C. 11 ESPRESSO GRINDER N.I.C.
12 ESPRESSO MACHINE N.I.C. 13 ELECTRICAL PANEL AND FEED 14 ROLL DOWN SECURITY DOOR 15 SEATING AND BAR COUNTERS N.I.C. 16 STORAGE N.I.C.



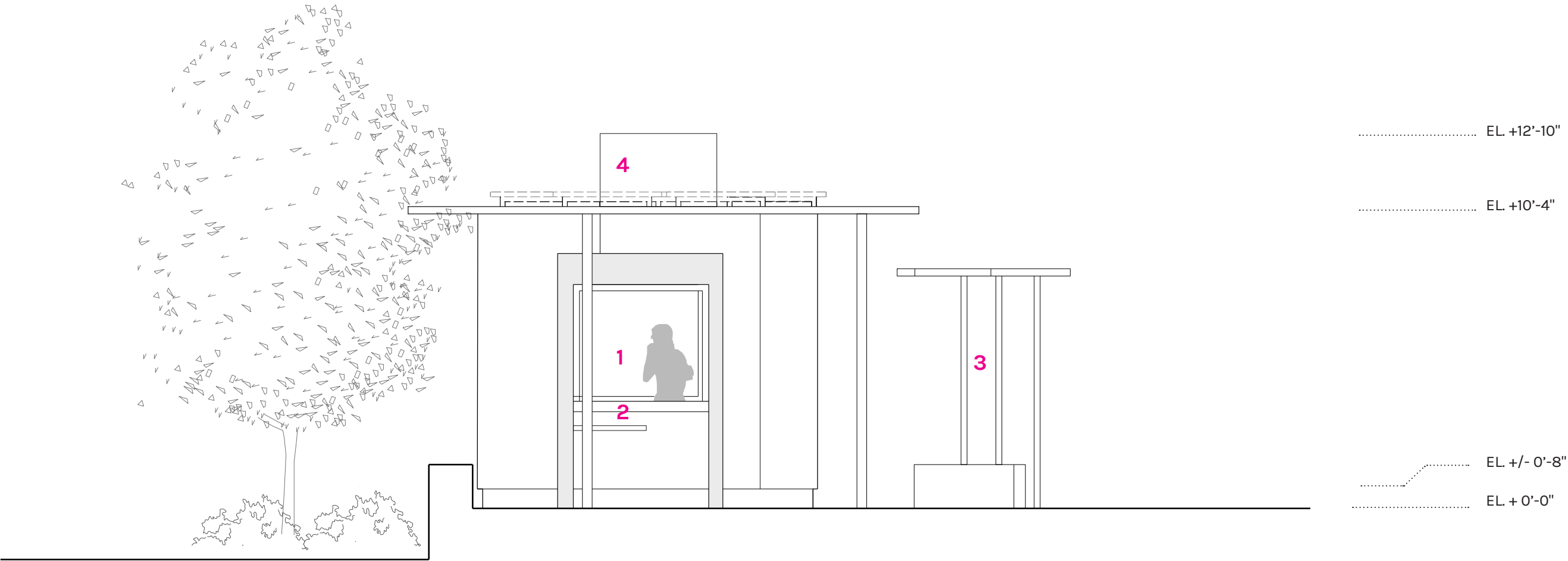
Kiosk Roof Plan



1 KIOSK ROOF SHOWING POTENTIAL PHOTOVOLTAIC ARRAY 2 MECHANICAL ENCLOSURE 3 STORAGE ROOF N.I.C. 4 SEATING CANOPY N.I.C.



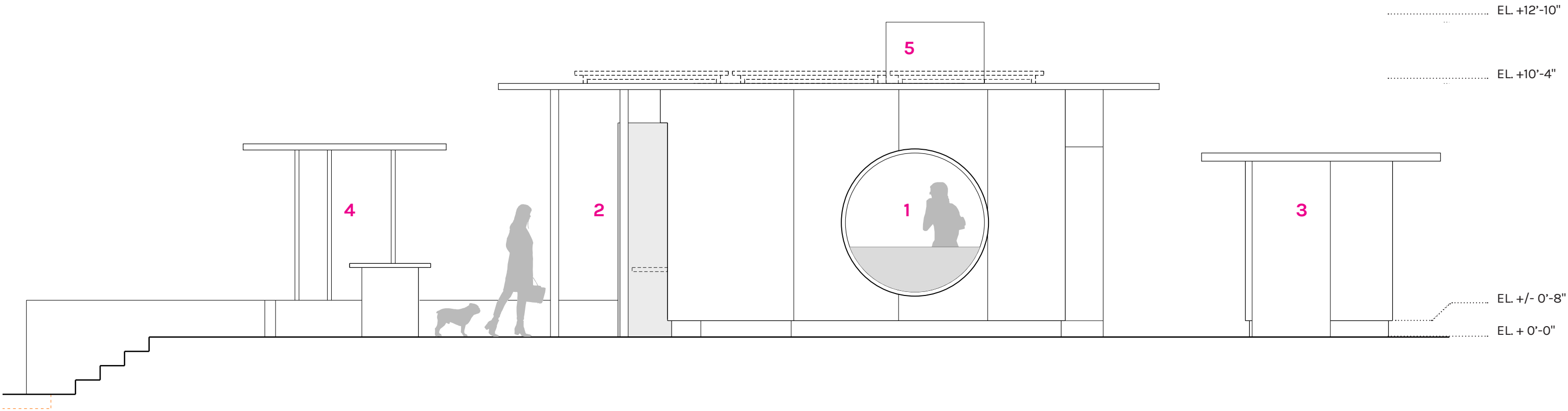
Kiosk Elevation Looking North at Service Window



SCALE: 1/4" = 1'-0"

- 1 SERVICE WINDOW 2 ACCESSIBLE COUNTER 3 SEATING AND BAR COUNTERS WITH CANOPY N.I.C.
4 MECHANICAL ENCLOSURE

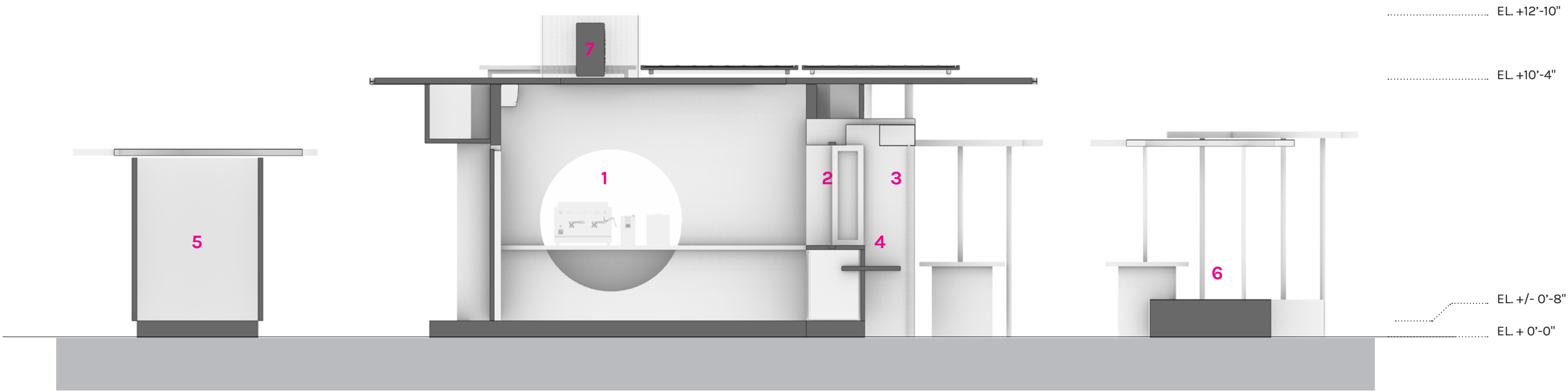
Kiosk Elevation looking West



SCALE: 1/4" = 1'-0"

- 1 CIRCULAR WINDOW / COFFEE STATION 2 SERVICE WINDOW 3 STORAGE N.I.C. 4 SEATING AND BAR COUNTERS WITH CANOPY N.I.C.
5 MECHANICAL ENCLOSURE

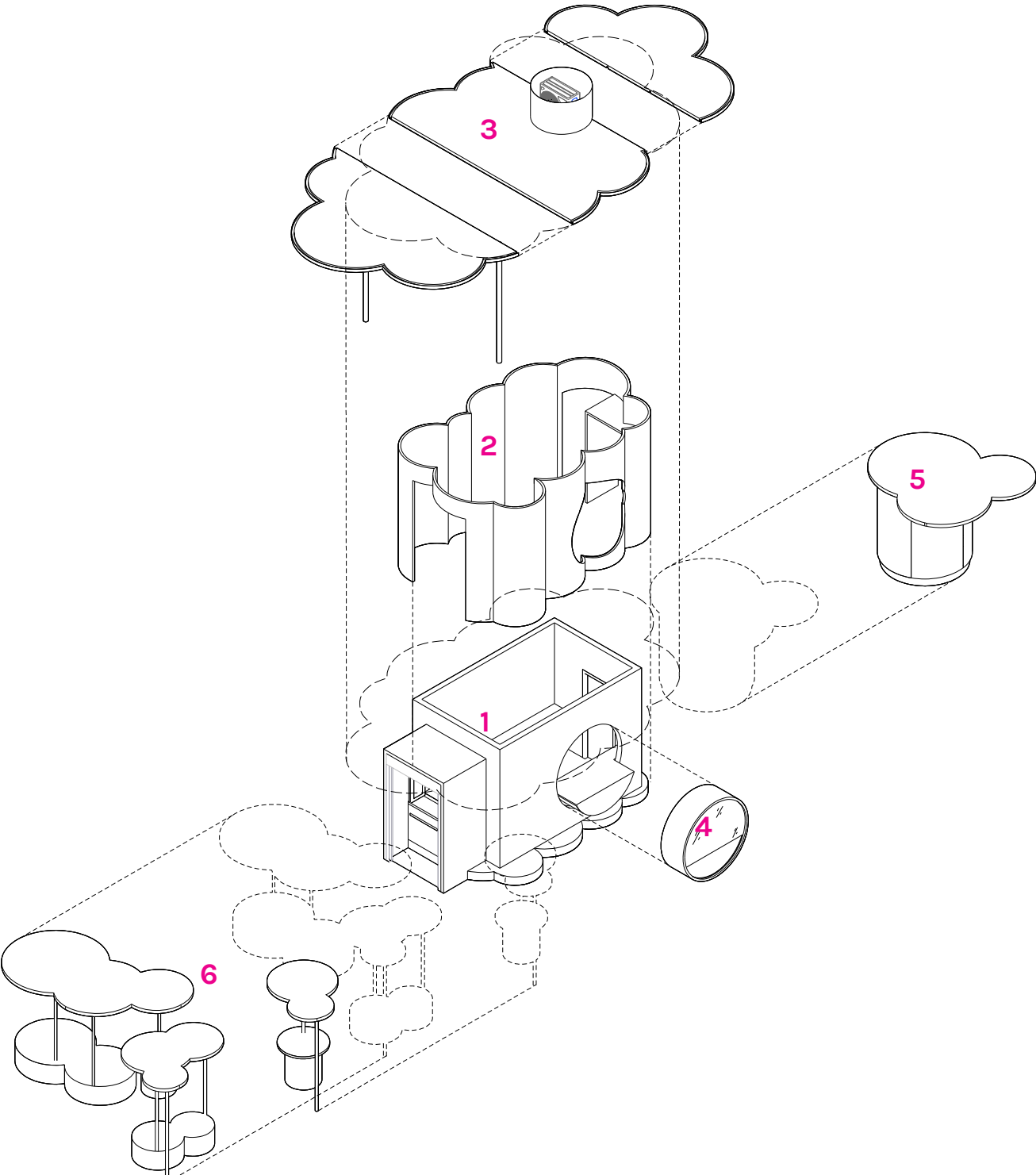
Kiosk Rendered Section Looking East



SCALE: 1/4" = 1'-0"

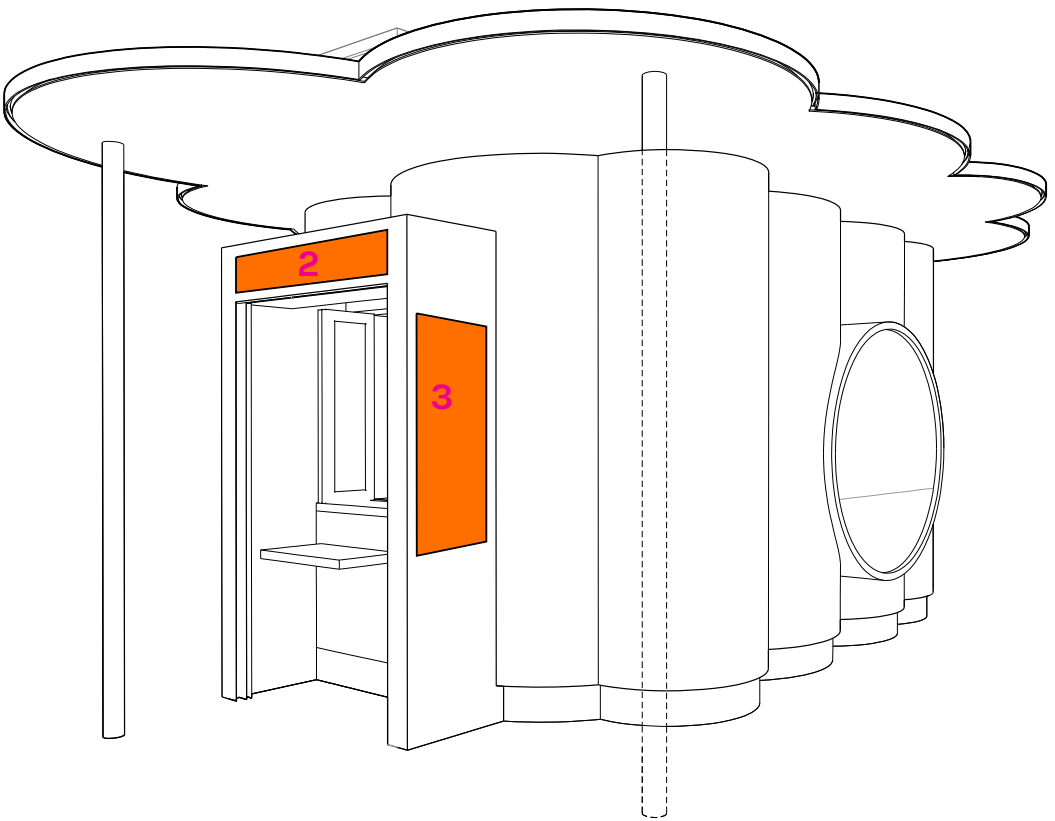
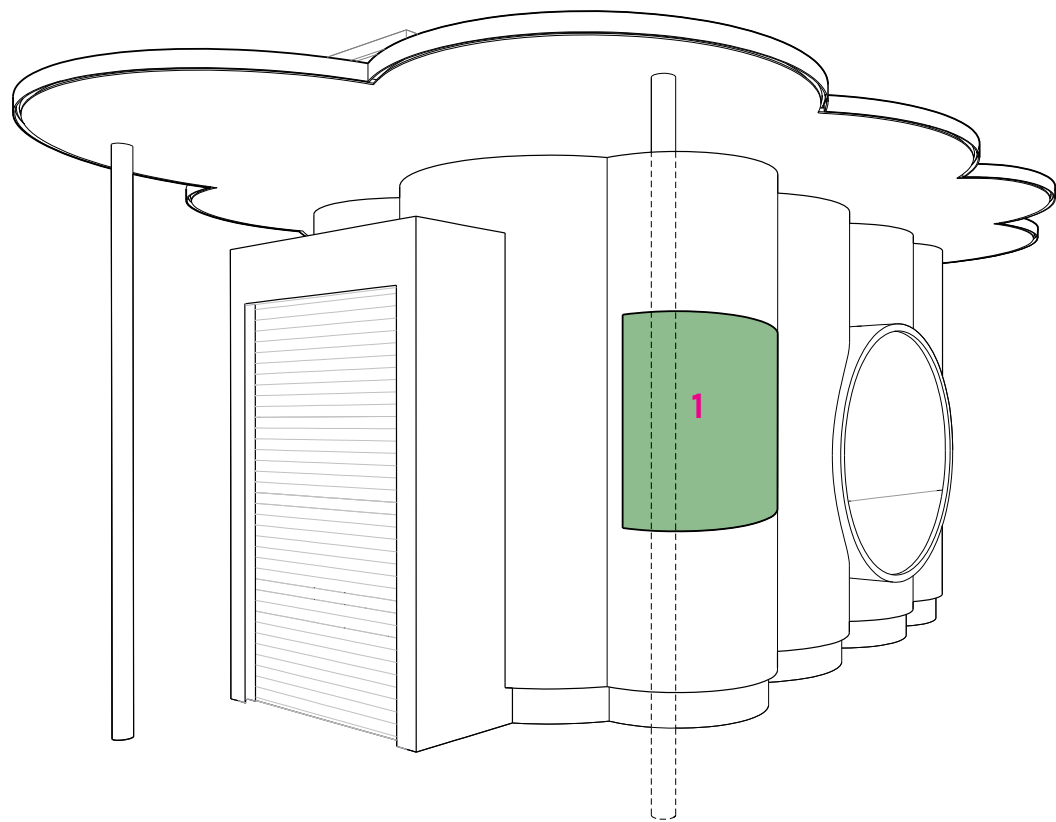
- 1 CIRCULAR WINDOW / COFFEE STATION 2 SERVICE COUNTER WITH BIFOLD WINDOWS 3 SECURITY DOOR 4 ACCESSIBLE COUNTER 5 STORAGE N.I.C.
6 SEATING AND BAR COUNTERS WITH CANOPY N.I.C. 7 MECHANICAL ENCLOSURE

Kiosk Exploded Axonometric



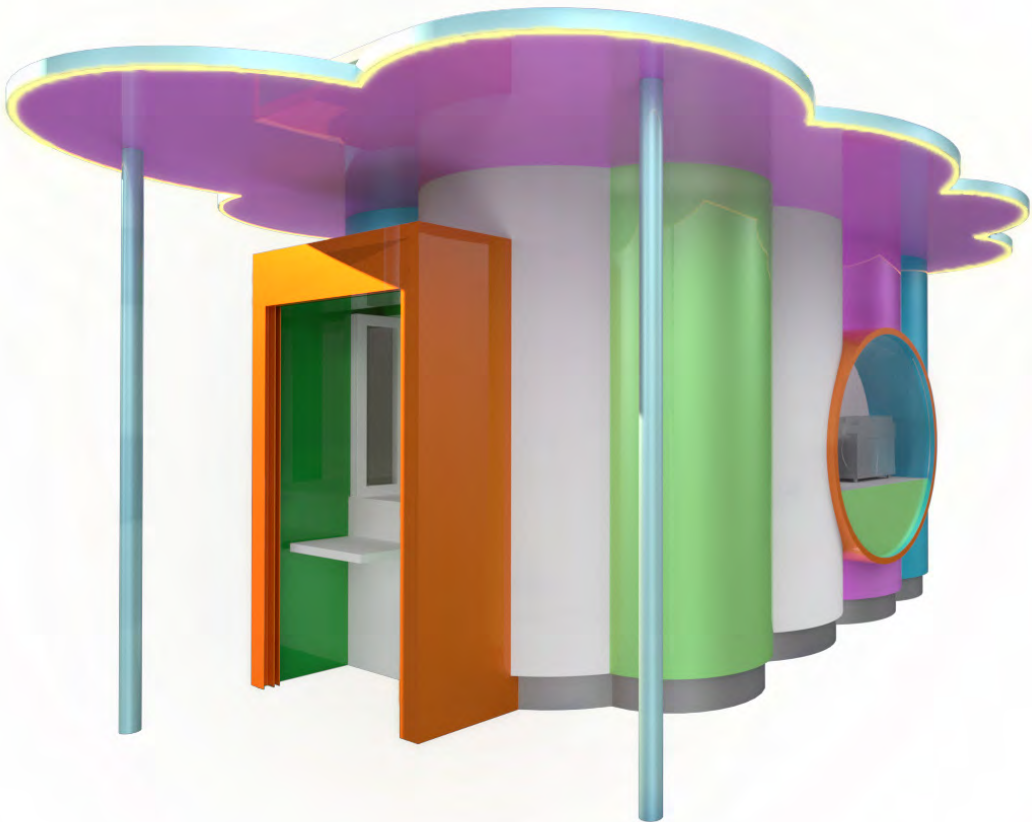
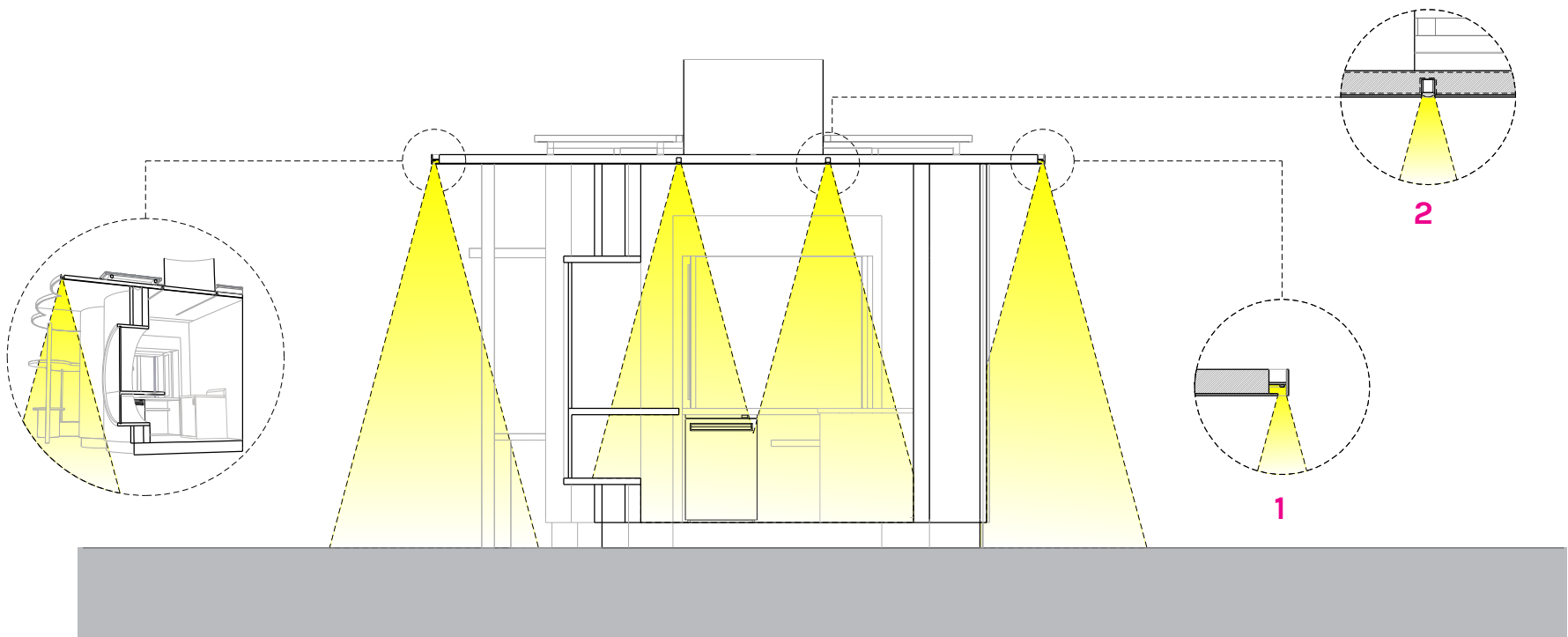
1 KIOSK FRAME 2 KIOSK SKIN 3 KIOSK ROOF 4 CIRCULAR WINDOW 5 STORAGE N.I.C.
6 SEATING AND BAR COUNTERS WITH CANOPY N.I.C.

Kiosk Signage



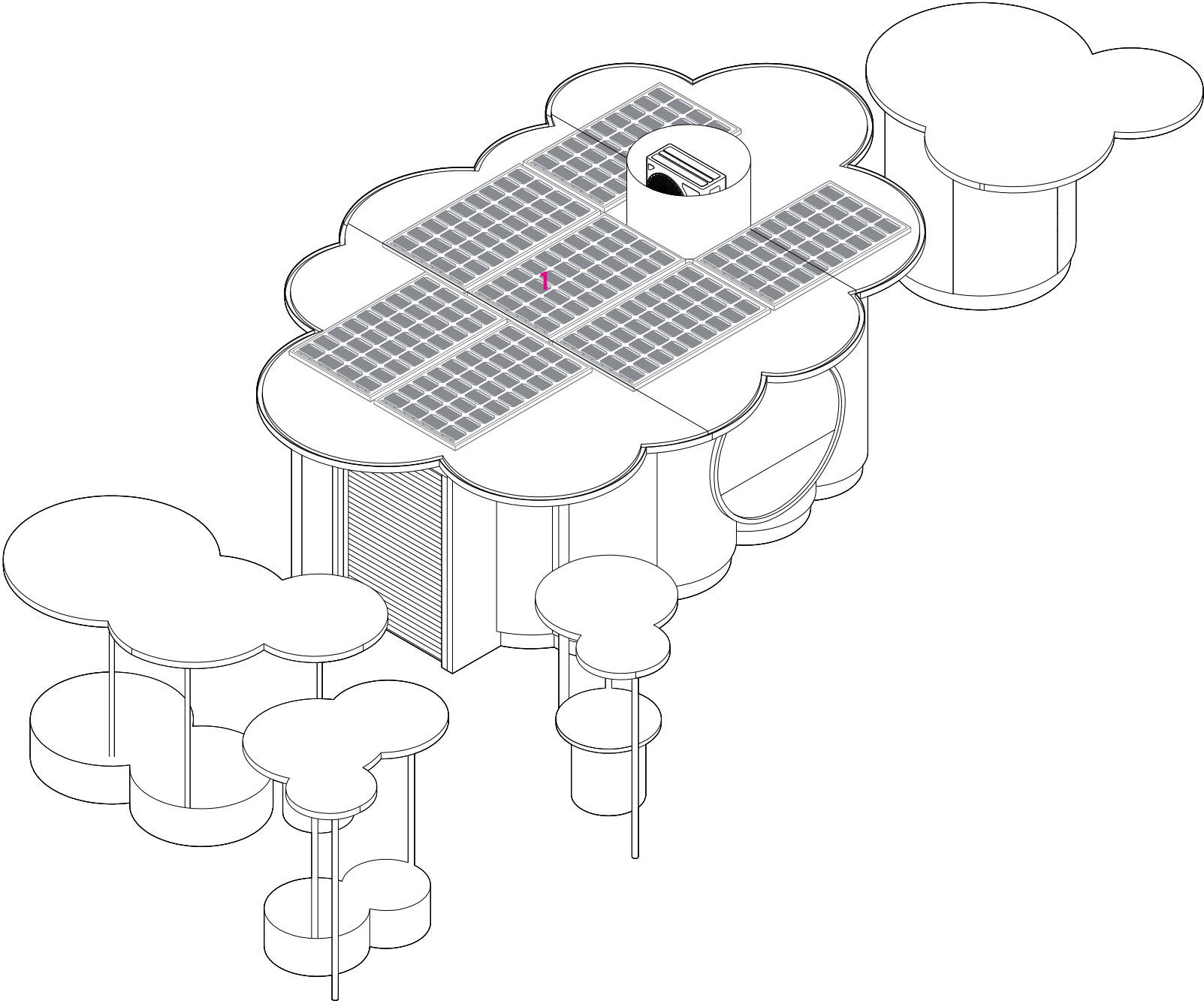
1 INFORMATIONAL SIGNAGE ZONE 2 VENDOR SIGNAGE 3 VENDOR MENU

Kiosk Lighting



1 FLEXIBLE LED STRIP LIGHT (EXTERIOR) 2 LED LINEAR FIXTURE (INTERIOR)

Photovoltaic Modules



1 PV ARRAY

Rendered Views

View Looking North West at Kiosk and Water Fountain



View Looking West at Kiosk



View Looking North at Kiosk



Narratives

Proposed Design

Expanding further from the Artist Statement at the outset of this proposal, our proposed design aspires to engage passerby by creating an inviting respite full of otherworldly forms and colors that invoke curiosity, wonder and calm, while also fulfilling an earnest need for sustenance and energy in a convenient location, unfettered by the conventions of stereotypical vending. In keeping with the redesigned vision for City Hall Park, our team sought to further expand on and highlight the simplistic beauty of the Wagner-Hodgson design by providing an amenity that allows users to more fully enjoy and experience the park and the existing adjacent features.

The cloud-like canopy provides both shade in the summer months, helping to keep the patrons cooler as they queue, and shelter from the elements alike during inclement weather. The circular window facing east allows for an engaging view into the workings of the kiosk, while also providing ambient light to the queue area during the evening.

The perimeter of the cloud shaped roof will feature a flexible LED strip light that will cast a glow onto the brightly colored surfaces below and act as a subtle beacon during evening hours, drawing in curious passerby.

The service counter will be outfitted with a bifold window which opens from the center and folds flat at either side of the opening during the warmer months. During the cooler months, the window can remain closed while there are no customers actively placing orders, and only half the window can be opened and closed, helping to maintain heat within the kiosk. The service counter will have an ADA accessible lower-level counter than can be folded away when the security door is closed.

Design Parameters

The proposed kiosk is approximately 150 gross square feet (100 usable square feet) and would be built from materials specifically selected to be majority post-consumer recycled, have the lowest-embodied carbon available in each category, and highest performance energy efficiency ratings.

The kiosk will utilize a structural steel framing system with a well insulated airtight envelope. Heating and ventilation will be provided by high-efficiency ductless mini-split heat-pump system designed for operation in sub zero climate zones.

The kiosk will have a solar-ready roof complete with a rack system and empty conduit run to electrical closet so that a PV array can be added easily at a later date, or elected as an alternate during the design or construction phase. The roof and gutter system can be directed to divert storm water to a capture/re-use system that can be installed at a later date by the client.

All interior wall, ceiling and flooring surfaces will be constructed from FSC certified materials with high-performance commercial grade finishes that promote easy cleaning and sanitization as well as long-term durability and ease of replacement should the need arise. The exterior skin of the kiosk will be covered with an anti-graffiti film manufactured by Aslan. This will allow for easy removal of grafitti as well as periodic changing of graphics or repairs.

Collaboration and co-ordination

Once the city has selected a Food Service Vendor (recommended to be chosen no later than 50% SD), RENZ+OEI will conduct program and information gathering meetings as well as provide plans and equipment schedules for the selected vendor to specify their requirements in terms of ventilation, electrical loads and locations, plumbing requirements and any layout preferences or storage necessities.

RENZ+OEI will then continue with the design work to incorporate any specified items that are included in our base scope, as well as provide infrastructure and planning for any items that are vendor-supplied and can be reasonably accommodated with our design.

Wrapping up the SD phase, RENZ+OEI will provide documents to the City staff for their internal review and submission to any local Authorities Having Jurisdiction that may need to review or approve any aspects of the design.

Fabrication

Having built several food service vending kiosks that have operated successfully in the NYC area, RENZ+OEI has intimate knowledge of the systems and materials required to create a robust, long-lasting and visually stunning structure, that performs well for many years with minimal maintenance required.

RENZ+OEI utilizes industry standard best practices for fabrication of architectural metals, building structures and enclosures, decorative metals finishes, and building openings and fenestration. While the majority of the work to build and deliver the kiosk will be performed with our own forces (in house team/crew), RENZ+OEI will engage plumbing electrical and HVAC contractors to perform certain aspects of the mechanical and electrical components of the work.

Installation

This proposal contemplates delivering a fully constructed and functional kiosk to the intended site. Given the size and weight of the kiosk in its final built form, RENZ+OEI will endeavor to deliver the kiosk on a low-boy trailer pulled by a semi tractor and then lifted into place with a knuckle boom truck crane.

Adequate pathways suitable for Fire Truck loads leading to the kiosk site will be required to install the kiosk in its intended location. Should access to the location not be available due to size or loading constraints, an alternate plan will be required, involving a larger crane with greater capacity and farther reach to lift the kiosk from a remote location to its final site.

During the design and planning phase, RENZ+OEI will advise CEDO regarding sizing and design of foundations, underground utilities, and any other necessary elements that will need to be carried out under separate contract. RENZ+OEI will assist in coordinating this scope of work as it relates to the kiosk installation, i.e. RENZ+OEI will specify locations for utility stub-ups, and points of connection.

Prior to delivery of the kiosk RENZ+OEI will require an as-built survey of all newly installed appurtenances related to the installation of the kiosk.

Relevant Experience

RENZ+OEI / Downtown Brooklyn Kiosks

Downtown Brooklyn Partnership and WXY engaged RENZ+OEI to design/build a pair of vending kiosks for two public plazas in downtown Brooklyn.

Two 80 SF temporary structures designed to be self-sufficient and utilize a trapezoidal shape to provide both a striking form and practical functionality.

Client: Downtown Brooklyn Partnership
Location: Brooklyn, New York
Built: 2017 - 2018



RENZ+OEI / Flat Iron Plate Kiosk

Benvenuto Cafe in TriBeCa operates several vending kiosks throughout NYC and Brooklyn. The one located at the Flatiron Building was built from a 20’ shipping container and needed an update and renovation.

Benvenuto’s owner tasked RENZ+OEI with picking up the existing shipping container, completing a full redesign and renovation and redelivering the kiosk within 6 weeks to limit the amount of down-time.

Client: Perry Mallas
Location: Manhattan, New York
Year: 2019



RENZ+OEI / Chelsea Waterside Park Kiosk

Currently under construction is a 110 sf kiosk designed in collaboration with CDR Architects for Hudson River Park Trust’s Chelsea Waterside Park renovation. This kiosk is slated to be completed in October 2023 and will offer seasonal vending of coffee and food.

Client: Hudson Riverside Park Trust
Location: Manhattan, New York
Year: 2023



RENZ+OEI / OONEE Pod Kiosks

Design and fabrication of (3) OONEE Pod Bicycle Storage Kiosks, including a watering system for the roof vegetation and mounting racks for solar panels

Client: Modular Streetscape Systems, Inc.
Location: Various locations, New York
Year: 2018



RENZ+OEI / Little Island Waste Management and Storage Sheds

Little Island approached RENZ+OEI with a design brief that requested a pair of structures to be used for storage and waste management, that would blend in with the neighborhood and not draw attention. The brief also required that they be very low maintenance and last many years in the salt environment on the west side of Manhattan. RENZ+OEI devised a way to pre-age galvanized steel by applying a blackening patina over the hot-dipped galvanized surface. The result was a stunning natural looking finish that blends nicely with the surrounding environment.

Client: Pier 55, Inc
Location: Manhattan, New York
Year: 2022



Wade and Leta / Now You See Me

A large scale public art installation giving people a place to rest and be inspired by color and shape. Using positive and negative layering to create dynamic relationships within structural space. With each viewing a new sightline and silhouette can be found.

Client: Brookfield Properties
Location: London, UK
Year: 2023
Dimensions: 46 x 26 feet
Medium : Mild steel box section, MDF outer cladding, wood, paint



Wade and Leta / Paint Your Own Path

5 larger-than-life sculptures designed for finding your own perspective. Varying from 10' to 15' in height, these looming sculptures were inspired by the precarious ways in which we stack objects, creating points of tension that feel like they're always on the brink of collapsing.

Client: Toyota / Bonnaroo
Location: Manchester, Tennessee, USA
Year: 2022
Dimensions: 10' - 15' x5
Medium: Foam Sculpture, Epoxy, Acrylic, Steel



Wade and Leta / Healing From Another World

Using large Inflatables to create a floating universe that flows and bounces from the first to second floors with a slide hidden between for extra excitement and bring positivity to all.

Client: Showfields

Location: Miami, Florida, USA

Year: 2021

Dimensions: 25' h x 13'w

Medium: PVC inflatables, polyester carpet



Wade and Leta / Sea Sculptures

A seascape of sculptures in a historic New York City district.

Client: Howard Hughes / Seaport District NYC

Location: South Street Seaport, NYC

Year: 2019

Dimensions: Ranging 4' in H - 8' W

Medium: Marine-grade plywood and acrylic paint



Wade and Leta / A Part For All

An artful expanse for lovers and, dancers and art lovers. With sculptures and a giant maze designed for exploration and fun. The piece launched with a big party that had dancers hidden through the spaces.

Client: A/D/O - BMW/Mini

Location: A/D/O, New York

Year: 2019

Medium: Marine-grade plywood, steel, acrylic paint



Who We Are

Project Team

As the Design-Builder, RENZ+OEI will lead the project team through the completion of the design and shop drawing process, then seamlessly transition through the fabrication and delivery phases.

During the conceptual design phase, RENZ+OEI will continue to work closely with Wade and Leta to translate the Artists’ vision into a functional design which can be further developed through the design process to ultimately meet the needs of the City and the Vendor.

RENZ+OEI will engage with Harris Structural Engineering throughout the SD and CD phases of design to ensure that the structural design meets applicable codes and design criteria, while staying true to the design-in-tent.

RENZ+OEI / Firm Profile and Biography

RENZ+OEI is a Brooklyn-based multi-disciplinary design-build studio founded by Jean Oei and Gabriel Renz in 2015. The studio’s diverse background of art, architecture, design, fabrication and technology brings a unique versatility and expertise to the practice. RENZ+OEI is committed to highly innovative design and fabrication through research and analysis of the core issues surrounding each project. Building on the combined experience of their completed work and ongoing research, they approach every project as unique and search for original solutions.

Singapore-born Jean is an architect and a skilled decoder of complex architectural programming. Prior to co-founding RENZ+OEI, Jean spent over 16 years with Morphosis Architects, working on many award-winning projects with Pritzker Prize laureate Thom Mayne. Jean led design and programming on projects including 41 Cooper Square, the LEED Platinum-rated academic building at The Cooper Union and The Bloomberg Center for the Cornell NYC Tech Campus on Roosevelt Island, designed to be one of the largest net-zero-energy buildings in the United States. She previously held a leadership role at The New School, overseeing campus and space planning, as well as leading university-wide space initiatives in New York City and Paris. Jean holds a BS in Architecture from Kent State University and a MArch from the Southern California Institute of Architecture.

With over 25 years of experience in the design and construction industry, Gabriel’s expertise includes owning and operating Architectural Metal fabrication businesses, working as a construction manager, owner’s representative, general contractor, and journeyman structural steel fabricator, among other things. Known for being a team player and finding inventive solutions to complex challenges, Gabriel has frequently collaborated with clients, architects and artists to realize their visions for unique interior spaces, complex kinetic structures and large-scale sculptural works of art. Gabriel brings his deep knowledge and experience to every aspect of what he does, making him an invaluable resource to have on any type of project!



RENZ+OEI / Select Experience

SELECT EXPERIENCE		
GOVERNMENT	CULTURAL / INSTITUTIONS	COMPANIES
NYC EDC Brooklyn Army Terminal Ferry Shelter, Brooklyn, NY (2018)	New Museum Expansion New York City, NY (2022- Present)	WXY Architecture Office Interior Fitout and Furniture, New York City, NY (2022)
COMMUNITY / ORGANIZATIONS	Saint Patrick’s Cathedral Fence New York City, NY (2021)	335 Madison Avenue 11th Floor Interiors, New York City, NY (2022-Present)
Herald Square Comfort Station Renovation, New York City, NY (2023)	MoMA Interior Custom Fabrication New York City, NY (2019)	335 Madison Avenue Phase 3 Interiors, New York City, NY (2021-Present)
Chelsea Waterside Park Kiosk New York City, NY (2022-Present)	ART	Armani Corporate Headquarters New York City, NY (2022)
Little Island Waste Management Storage Shed, New York City, NY (2022)	Kennedy Yanko Sculpture Fabrication, New York City, NY (2021-Present)	THE SHED Interior Custom Fabrication, New York City, NY (2022)
Bryant Park News Stand Renovation, New York City, NY (2021)	Gladstone Gallery Installation Fixtures, New York City, NY (2018-Present)	335 Madison Avenue Lobby Custom Fabrication, New York City, NY (2020)
Downtown Brooklyn Kiosks Brooklyn, NY (2017- 2018)	SuperBlue Miami, Experience designed by TEAMLAB Miami, FL (2020)	Verizon Skyward Drone Logistics Trailers, Lancaster, PA (2020)
	Cooper Union Gallery Art Installation Fixtures, New York City, NY (2016-2020)	Flat Iron Plate Kiosk, New York City, NY (2019)
	Future Colossal AR Experience Fabrication, New York City, NY (2019)	Oonee Bicycle Storage Pods New York City, NY (2019)
	Marianne Boesky Gallery Art Installation Fixtures, New York City, NY (2018)	

RENZ+OEI / References

WXY Architecture and Urban Design
Claire Weisz
claire@wxystudio.com

Downtown Brooklyn Partnership
Regina Myer
rmyer@downtownbrooklyn.com

Little Island
Brett Figel
brett.figel@littleisland.org

Wade and Leta / Artistic Statement and Biography



Wade and Leta make Music For Your Eyes. Their studio combines Purposeful Eclecticism and Performative Design to create satisfying and emotional visuals. Ranging from colorfully charged compositional paintings to large-scale installations and sculptures, their work utilizes any and all disciplines and mediums. Not only are Wade and Leta creative collaborators, but they are life partners too. Their combined work and life mentality gives them the freedom to explore together and constantly be influenced by how they see the world, no matter where they are.

Wade and Leta’s work attempts to invigorate people, spaces and places through colorful euphoria. By choosing the right hues, their work ignites fantastical feelings through shape, color and form. Their aesthetic feels overwhelming, yet simultaneously simple; they combine many elements and their unique background to create unexpected moments that allow for multiple viewpoints and experiences. They believe each project is unique and needs to be considered as such and will always try something new before repeating themselves.

They work internationally and have given talks about their practice globally in all continents except Antarctica.

Wade and Leta / Clients, publications and exhibitions

Wade and Leta / Clients, publications and exhibitions		
SELECT CLIENT LIST	SELECTED PUBLICATIONS	SOLO EXHIBITIONS
A24 Adobe AIGA, Airbnb Bloomberg Businessweek Bonnaroo Brookfield Properties Comme Des Garcons D.S. & Durga Facebook Google, Herman Miller Howard Hughes Group IBM Omotesando Hills Japan The New York Times Toyota Uniqlo Japan	A Photographic—and Romantic— Duo Creates Double Self Portraits With a Sense of Humor New York Times Style Magazine (USA) How Wade and Leta Tell Scented Stories The Essence, Published by Gestalten (DE) Color Clash Counter Prints Books (UK) Leta Sobierajski and Wade Jeffree: Alchemy & Cult Psychology Elephant Magazine (UK) In New York, the Dynamic Duo Continue to Reach Greater Heights Champ Magazine (JP) An Interview with Leta Sobierajski The Great Discontent (USA) In Conversation with Wade and Leta Polpettas on Paper (ES)	2023 Big Bang! E03 Gallery Beijing, China 2023 Bless This Mess GASBON Metabolism Yaminashi, Japan 2023 Now You See Me Brookfield Properties London, United Kingdom 2021 Healing From Another World Showfields Miami, USA 2020 Music To Your Eyes Calm and Punk Gallery Tokyo, Japan 2019 Seaport Seascapes, New York City Seaport District, New York, USA 2019 A Party for All A/D/O New York, USA

Harris Structural Engineering / Firm Profile and Biography

HARRIS STRUCTURAL ENGINEERING was founded in 2004 to provide excellence in design, engineering, and construction consulting. We are committed to achieving consummate client satisfaction.

We provide full structural engineering services from initial plan through construction. Our innovative and responsive approach to structural engineering - with licenses held in California, Maine, Massachusetts, New Hampshire, New York, and Vermont - yields successful projects from coast-to-coast. We design cost-effective solutions adapted to the design needs of each client, and their satisfaction is testimony to our success.

We understand that design is not only knowing current rules and regulations, but also recognizing the needs of local construction professionals. It is our expertise in architectural requirements, rapport with regulatory agencies, and ability to perform within tight budgetary and time constraints that set us apart in our field.

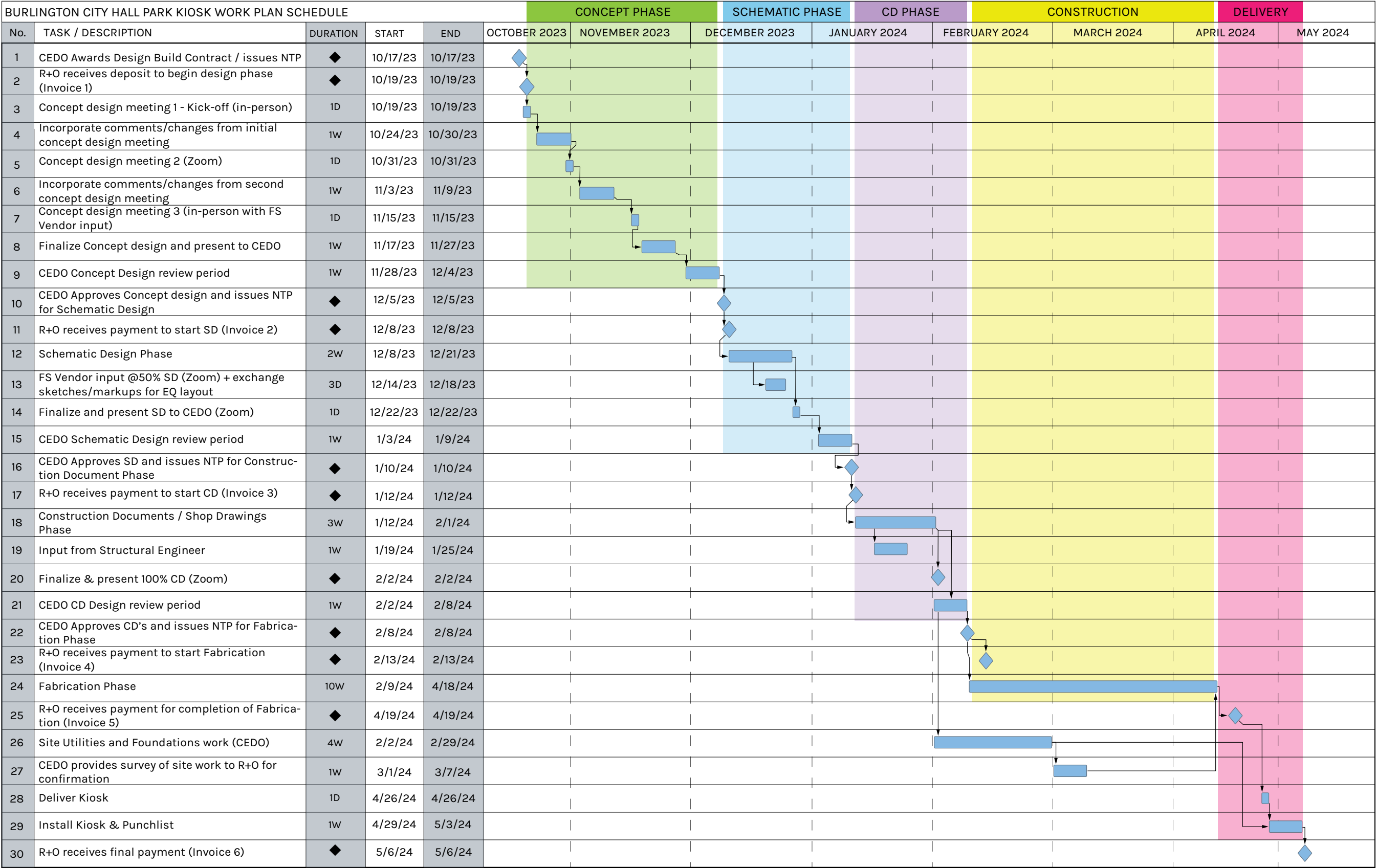
Andrew P. Harris, P.E. is currently licensed as a Professional Engineer by the California Board of Professional Engineers and Land Surveyors with License Number C65677, State of New Hampshire Office of Professional Licensure and Certification license #11887, by The University of The State of New York Education Department License Number 093100, State of Maine State Board of Licensure for Professional Engineers License Number 13836 and the Vermont Board of Professional Engineering with License Number 8601 in the Structural discipline. Andrew P. Harris, P.E. is also a Model Law Engineer as defined by The National Council Examiners for Engineering and Surveying with Record number 28134.

Harris Structural Engineering / **Select Experience**

COMMERCIAL	RESORT / HOSPITALITY	EDUCATIONAL
Agricultural Cooperative, Windsor, VT. 10,000 sq ft mixed-use cheese processing and retail	Leunig’s Bistro Expansion, Burlington, VT	Rock Point School Fire Escape Evaluation, Burlington, VT
Applied Research Associates, Randolph, VT 10,000 sq ft warehouse to office conversion	Santa Cruz Marriott, Santa Cruz, CA	
Johnson Building, Santa Rosa, CA 7,500 sq ft warehouse	Hanover Country Club, Hanover, NH	
Deckers Land Cruisers Restoration, Petaluma, CA. 8,000 sq ft retail/ warehouse space	RESIDENTIAL	
	Ocean Bay Estates, Brookings, OR Seven lot custom subdivision	
	Van der Horst Residence, Santa Rosa, CA. 7,000 sq ft custom residence	
VETERINARY HOSPITALS / OF- FICES	Private Residence, Charlotte, VT	
Peak Veterinary Referral Center, Williston, VT 10,000 sq ft specialty animal care		
Petaluma Animal Shelter Petaluma, CA		
Valley Kennel Palm Springs, CA		

Project Schedule

Project Schedule



Project Budget + Fee Proposal

Budget, fee proposal and payment schedule

RENZ+OEI proposes to provide the aforementioned services for the lump sum fee as follows:

Design	\$ 21,700
Engineering Consulting	\$ 6,720
Artist Fee	\$ 6,000
Construction	
- Materials and Equipment	\$ 63,829
- Labor	\$ 95,000
Shipping AND Installation	\$ 12,750
TOTAL PROPOSED BUDGET	\$206,000

Alternates:

- Seating and Tables	\$15 - \$30K
- Storage Shed	\$15 - \$20K
- PV System on Roof	\$10 - \$15K

The Payment Schedule for the aforementioned services to be as follows:

Invoice 1 - Deposit	\$17,200
Due at contract signing	
... 7 Weeks	
Invoice 2 - Progress payment	\$17,200
Due at start is SD	
... 5 Weeks	
Invoice 3 - Progress payment	\$31,600
Due at start of CD's	
... 4.5 Weeks	
Invoice 4 - Progress payment	\$47,400
Due at start of Construction	
... 9 Weeks	
Invoice 5 - Progress payment	\$79,000
Due at completion of Construction / prior to Shipment	
... 2 Weeks	
Invoice 6 - Final payment	\$ 13,600

Exhibit A

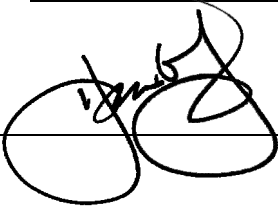
Exhibit A

Understanding of RFP Procedure, Terms and Conditions
This page to be returned with qualifications submission

I acknowledge that I have read and understand all procedures and requirements of the above reference RFP and have complied fully with the general terms and conditions outlined in the RFP.

Consultant/Team: RENZ+OEI x WADE AND LETA

Representative's Printed Name: JEAN OEI

Representative's Signature: 

Date: 29 SEPTEMBER 2023

EXCEPTIONS:

All intellectual property, designs, artwork, or other confidential information contained within this submission are to remain the sole property of the artists, designers, fabricators and consultants participating in this request for proposal. No transfer of ownership of rights, or licensure for limited use is granted or otherwise construed by the submission of this proposal presentation.

Thank you!

Attachment C:
Burlington Standard Contract Conditions Design Build

DRAFT

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

1. DEFINITIONS:

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

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

3. INSURANCE: Prior to beginning any work, the Contractor shall obtain the following insurance coverage from an insurance company registered and licensed to do business in the State of Vermont and having an A.M. Best insurance rating of at least A-, financial size category VII or greater (www.ambest.com). The certificate of insurance coverage shall be documented on forms acceptable to the City. Compliance with minimum limits and coverage, evidenced by a certificate of insurance showing policies and carriers that are acceptable to the City, must be received prior to the Effective Date of the Contract. The insurance policies shall provide that insurance coverage cannot be canceled or revised without thirty (30) days prior notice to the City. If this Contract extends to more than one year, evidence of continuing coverage must be submitted to the City on an annual basis. Copies of any insurance policies may be required. Each policy (with the exception of professional liability and worker’s compensation) shall name the City as an additional insured for the possible liabilities resulting from the Contractor’s actions or omissions. The liability insurance furnished by the Contractor is primary and non-contributory for all the additional insured.

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

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

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

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

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

Coverage limits shall not be less than:

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

B. Workers' Compensation: With respect to all operations performed, the Contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors carry the same workers' compensation insurance for all work performed by them under this Contract. Minimum limits for Employer's Liability:

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

C. Professional Liability Insurance:

1. General: The Contractor shall carry appropriate professional liability insurance covering errors and omissions made during their performance of contractual duties with the following minimum limits:
 - (a) \$3,000,000 - Annual Aggregate
 - (b) \$2,000,000 - Per Occurrence
2. Deductibles: The Contractor is responsible for any and all deductibles.
3. Coverage: Prior to performing any work, the Contractor shall provide evidence of professional liability insurance coverage defined under this section. In addition, the Contractor shall maintain continuous professional liability coverage for the period of the Contract and for a period of five years following substantial completion of construction.

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

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

F. Umbrella Liability:

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

4. **CONFLICT OF INTEREST:** The Contractor shall disclose in writing to the City any actual or potential conflicts of interest or any appearance of a conflict of interest by the Contractor, its employees or agents, or its subcontractors, if any.
5. **PLANS, RECORDS, AND AVAILABLE DATA:** The City agrees to make available, at no charge, for the Contractor’s use all available data related to the Contract including any preliminary plans, maps, drawings, photographs, reports, traffic data, calculations, EDM, valuable papers, topographic survey, utility location plats, or any other pertinent public records.
6. **PERSONNEL REQUIREMENTS AND CONDITIONS:** The Contractor shall employ only qualified personnel with appropriate and valid licensure, to the extent a license is required for the work performed. The City shall have the right to approve or disapprove key personnel assigned to administer activities related to the Contract.

Except with the approval of the City, during the life of the Contract, the Contractor shall not employ:

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

City.

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

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

7. **PERFORMANCE:** Contractor warrants that performance of Work will conform to the requirements of this Contract. Contractor shall use that degree of ordinary care and reasonable diligence that an experienced and qualified provider of similar services would use acting in like circumstances and experience in such matters and in accordance with the standards, practices and procedures established by Contractor for its own business.
8. **DESIGN STANDARDS:** Unless otherwise specifically provided for in the Contract, or directed in writing, Contractor services, studies or designs, that include or make reference to plans, specifications, special provisions, computations, estimates, or other data shall be in conformance with applicable City, state, and federal specifications, manuals, codes or regulations, including supplements to or revisions thereof, adopted prior to or during the duration of this Contract. In case of any conflict with the guidelines referenced, the Contractor is responsible to identify and follow any course of direction provided by the City.
9. **RESPONSIBILITY FOR SUPERVISION:** The Contractor shall assume primary responsibility for general supervision of Contractor employees and their subcontractors for all work performed under the Contract and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under the Contract. The Contractor shall be responsible to the City for all acts or omissions of its subcontractors and any other person performing work under this Contract.
10. **UTILITIES & ACCESS:** Whenever a facility or component of a private, public, or cooperatively-owned utility will be affected by any proposed construction, the Contractor will counsel with the City and will enter into any necessary contacts and discussions with the affected owners regarding any requirement necessary for revisions of facilities or existing installations, both above and below ground. Any such installations must be completely and accurately exhibited on any detail sheets or plans. The Contractor shall inform the City, in writing, of any such contacts and the results thereof.

The City shall provide the land and/or construction easements for the land upon which the

Work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide at the Contractor's cost and expense any additional land required.

11. PROTECTION OF PROPERTY:

- A. In General: Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors, and the property of the City and others. Contractor shall, at its own expense, repair any damage to any property caused by Contractor's operations.
- B. Underpinning and Shoring: Contractor shall become familiar with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property, and wherever required by law Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected in any way by the excavations or other operations connected with the work to be performed under this Contract.
- C. Damage to Utilities: Contractor shall be responsible for all damage to any utility equipment or structures caused by its acts or omissions to act, whether negligent or otherwise, and shall leave the utility equipment or structures in as good condition as they were in prior to the commencement of operations under this contract. However, any utility equipment or structures damaged as a result of any act, or omission to act, of the contractor may, at the option of the city department, utility company, or other party owning or operating the utility equipment or structures damaged, be repaired by the city department, utility company, or other party, and in that event, the cost of repairs shall be borne by Contractor.

12. INSPECTION OF WORK: The City shall, at all times, have access to the Contractor's work for the purposes of inspection, accounting, and auditing, and the Contractor shall provide whatever access is considered necessary to accomplish such inspections. At any time, the Contractor shall permit the City or representative for the City the opportunity to inspect any plans, drawings, estimates, specifications, or other materials prepared or undertaken by the Contractor pursuant to the Contract, as well as any preparatory work, work-in-progress, or completed work at a field site, where applicable.

Conferences, visits to a site, or an inspection of the work, may be held at the request of any involved party or by representatives of the City.

13. REVIEWS AND ACCEPTANCES: All preliminary and detailed designs, plans,

specifications, estimates or other documents prepared by the Contractor, shall be subject to review and endorsement by the City.

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

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

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

14. PUBLIC RELATIONS: Whenever it is necessary to perform work in the field, particularly with respect to reconnaissance, the Contractor will endeavor to maintain good relations with the public and any affected property owners. Personnel employed by or representing the Contractor shall conduct themselves with propriety. The Contractor agrees to inform property owners and/or tenants, in a timely manner, if there is need for entering upon private property as an agent of the City, in accordance with 19 V.S.A. § 35 and §.503, to accomplish the work under the Contract. The Contractor agrees that any work will be done with minimum damage to the land and disturbance to the owner. Upon request of the Contractor, the City shall furnish a letter of introduction to property owners soliciting their cooperation and explaining that the Contractor is acting as an agent of the City.

15. ACKNOWLEDGEMENTS: Acknowledgment of the City's support must be included in any and all publications, renderings and project publicity, including audio/visual materials developed under this Contract.

16. APPEARANCES:

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

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

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

The Contractor shall be equitably paid for such services and for any reasonable expenses

incurred in relation thereto in accordance with the Contract.

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

17. RESPONSIBILITY OF COST: The Contractor shall furnish and pay the cost, including taxes (except tax-exempt entities) and all applicable fees, of all the necessary materials and shall furnish and pay for full time on-site superintendence during any construction activity, labor, tools, equipment, and transportation. The Contractor shall perform all the Work required for the construction of all items listed and itemized under Attachment A (Request for Proposals) and Attachment B (Contractor's Response to Request for Proposals) and in strict accordance with the Contract Documents and any amendments thereto and any approved supplemental plans and specifications. The Contractor agrees to pay all claims for labor, materials, services and supplies and agrees to allow no such charge, including no mechanic's lien, to be fixed on the property of the City.

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

All invoices and correspondence shall indicate the applicable project name, project number and the Contract number. When relevant, the invoice shall further be broken down in detail between projects.

When applicable, for the type of payment specified in the Contract, expenses for meals and travel shall be limited to the current approved in-state rates, as determined by the State of Vermont's labor contract, and need not be receipted. All other expenses are subject to approval by the City and must be accompanied with documentation to substantiate their charges.

No approval given or payment made under the Contract, shall be conclusive evidence of the performance of the Contract, either wholly or in part thereof, and no payment shall be construed to be acceptance of defective work or improper materials.

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

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

19. DUTY TO INFORM CITY OF CONTRACT DOCUMENT ERRORS: If Contractor knows, or has reasonable cause to believe, that a clearly identifiable error or omission exists in the Contract Documents, including but not limited to unit prices and rate calculations, Contractor shall immediately give the City written notice thereof. Contractor shall not cause or permit any Work to be conducted which may relate to the error or omission without first receiving written notice by the City that City representatives understand the possible error or omission and have approved of modifications to the Contract Documents or that Contractor may proceed without any modification being made to Contract Documents.

20. NON-APPROPRIATION: The obligations of the City under this Contract are subject to annual appropriation by the Burlington City Council. If no funds or insufficient funds are appropriated or budgeted to support continuation of payments due under this Contract, the Contract shall terminate automatically on the first day of the fiscal year for which funds have not been appropriated. The Parties understand and agree that the obligations of the City to make payments under this Contract shall constitute a current expense of the City and shall not be construed to be a debt or a pledge of the credit of the City. The decision whether or not to budget and appropriate funds during each fiscal year of the City is within the discretion of the Mayor and City Council of the City. The City shall deliver written notice to Contractor as soon as practicable of any non-appropriation, and Contractor shall not be entitled to any payment or compensation of any kind for work performed after the City has delivered written notice of non-appropriation.

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

22. EXTENSION OF TIME: The Contractor agrees to prosecute the work continuously and diligently, and no charges or claims for damages shall be made by the Contractor for delays or hindrances, from any cause whatsoever, during the progress of any portion of services specified in the Contract. The Contractor may request an extension of time for such delays or hindrances, if any.

Time extensions may be granted by amendment only for excusable delays, such as delays beyond the control of the Contractor and without the fault or negligence of the Contractor.

The City may suspend the work or any portion thereof for a period of not more than ninety (90) days at its discretion or such further time as agreed by the Contractor. The Contractor will be allowed an extension of contract time directly attributable to any suspension.

23. PUBLIC HEALTH EMERGENCY:

A. Compliance with Mandates and Guidance: The Contractor is advised that public health emergencies—meaning public health emergencies, as declared by the City, the State of Vermont, or the Federal Government—may introduce significant uncertainty into the project. The Contractor must comply with all local, state, federal orders, directives, regulations, guidance, advisories during a public health emergency. Contractor shall

adhere to the below provisions and consider public health emergencies as it develops project schedules and advances the Work.

B. Creation of Public Health Emergency Plan: For any work performed on-site at a City location, the Contractor shall create a public health emergency plan acceptable to the City. The Contractor shall be responsible for following this plan and ensuring that the project or site is stable and in a safe and maintainable condition.

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

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

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

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

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

24. FORCE MAJEURE: Neither Party to this Contract shall be liable to the other for any failure or delay of performance of any obligation under this Contract to the extent the failure or delay is caused by acts of God, public health emergencies, epidemics, acts of the public enemy, acts of superior governmental authority, weather conditions, riots, rebellion, sabotage, or any other circumstances for which it is not responsible or which is not under its control (“Force Majeure”). To assert Force Majeure, the nonperforming party must prove that a) it made all reasonable efforts to remove, eliminate, or minimize the cause of delay or damage, b) diligently pursued performance of its obligations, c) substantially fulfilled all obligations that could be fulfilled, and d) timely notified the other part of the likelihood or actual occurrence of a Force Majeure event. If any such causes for delay are of such magnitude as to prevent the complete performance of the Contract within two (2) years of the originally scheduled completion date, either Party may by written notice request to amend or terminate the Contract. The suspension of any obligations under this section shall not cause the term of this Contract to be extended and shall not affect any rights accrued under this Contract prior to the occurrence of the Force Majeure. The Party giving notice of the Force Majeure shall also give notice of its cessation.

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

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

No changes for which additional fee payment is claimed shall be made unless pursuant to a written order from the City, and no claim for payment shall be valid unless so ordered.

The Contractor agrees to maintain complete and accurate records, in a form satisfactory to the City for all time devoted directly to same by Contractor employees. The City reserves the right to audit the records of the Contractor related to any extra work or additional services. Any such services rendered shall be subject, in all other respects, to the terms of the Contract. When changes are so ordered, no additional work shall be performed by the Contractor until a Contract amendment has been fully executed, unless written notice to proceed is issued by the City. Any claim for extension of time that may be necessitated as a result of extra work or additional services and changes shall be given consideration and evaluated insofar as it directly relates to the change.

26. FAILURE TO COMPLY WITH TIME SCHEDULE: If the City is dissatisfied because of slow progress or incompetence in the performance of the Work in accordance with the schedule for completion of the various aspects of construction, the City shall give the Contractor written notice in which the City shall specify in detail the cause of dissatisfaction. Should the Contractor fail or refuse to remedy the matters complained of within five days after the written notice is received by the Contractor, the City shall have the right to take control of the Work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such

events, the City shall be entitled to collect from the Contractor any expenses in completing the Work. In addition, the City may withhold from the amount payable to the Contractor an amount approximately equal to any interest lost or charges incurred by the City for each calendar day that the Contractor is in default after the time of completion stipulated in the Contract Documents.

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

- 32. RECORDS RETENTION AND ACCESS:** The Contractor agrees to retain, in its files, and to produce to the City—within the time periods requested—all books, documents, Electronic Data Media (EDM), accounting records, and other records produced or acquired by the Contractor in the performance of this Contract which are related to the City, at any time during this Contract and for a period of at least three (3) years after its completion or termination. In addition, if any audit, claim, or litigation is commenced before the expiration of that three (3) year period, the records shall be retained until all related audits, claims, or litigation are resolved. The Contractor further agrees that the City shall have access to all the above information for the purpose of review and audit during the Contract period and anytime within the aforementioned retention period. Copies of all of the above referenced information shall be provided to the City, if requested, in the format in which the records were obtained, created, or maintained, such that their original use and purpose can be achieved. Contractor, sub-contractors, or their representatives performing work related to the Contract, are responsible to ensure that all data and information created or stored on EDM is secure and can be duplicated and used if the EDM mechanism is subjected to power outage, obsolescence, or damage.
- 33. CONTRACT DISPUTES:** In the event of a dispute between the parties to this Contract each party will continue to perform its obligations unless the Contract is terminated in accordance with these terms.
- 34. SETTLEMENTS OF MISUNDERSTANDINGS:** To avoid misunderstandings and litigation, it is mutually agreed by all Parties that the Director Brian Pine shall act as referee on all questions arising under the terms of the Contract and that the decision of the Director Brian Pine in such cases shall be binding upon both Parties.
- 35. CITY'S OPTION TO TERMINATE:** The Contract may be terminated in accordance with the following provisions, which are not exclusive:
- A. Termination for Convenience: At any time prior to completion of services specified under the Contract, the City may terminate the Contract for any reason by submitting written notice via certified or registered mail to the Contractor, not less than fifteen (15) days prior to the termination date, of its intention to do so. If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the date of the notice of termination and costs of materials obtained in preparation for Work but not yet installed or delivered, less any payments previously made. However, if a notice of termination is given to a Contractor prior to completion of twenty (20) percent of the estimated services, as set forth in the approved Work Schedule and Progress Report, the Contractor will be reimbursed for that portion of any reasonable and necessary expenses incurred to date of the notice of termination that are in excess of the amount earned under its approved fee to the date of said termination. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval. The Contractor shall make no claim for additional compensation against the City by reason of such termination.

B. Termination for Cause:

- i. Breach: Contractor shall be in default if Contractor fails in any manner to fully perform and carry out each and all conditions of this Contract, including, but not limited to, Contractor's failure to begin or to prosecute the Work in a timely manner or to make progress as to endanger performance of this Contract; failure to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality; failure to perform the Work unsatisfactorily as determined by the City; failure to neglect or refuse to remove materials; or in the event of a breach of warranty with respect to any materials, workmanship, or performance guaranty. Contractor will not be in default for any excusable delays as provided in Sections 19-21.

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

- ii. Proceedings for Relief of Debtors: If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the City may immediately terminate this contract.
- iii. Dishonest Conduct: If Contractor engages in any dishonest conduct related to the performance or administration of this Contract then the City may immediately terminate this contract.
- iv. Cover: In the event the City terminates this contract as provided in this section, the City may procure, upon such terms and in such manner as the City may deem appropriate, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all of its costs and damages, including, but not limited to, any excess costs for such services, interest, or other charges the City incurs to cover.
- v. Rights and Remedies Not Exclusive: The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

36. GENERAL COMPLIANCE WITH LAWS: The Contractor and any subcontractor approved under this Contract shall comply with all applicable Federal, State and local laws, including but not limited to the Burlington Livable Wage Ordinance, the Non-Outsourcing Ordinance, and the Union-Deterrence Ordinance and shall provide the required certifications attesting to compliance with these ordinances (see attached ordinances and certifications).

Provisions of the Contract shall be interpreted and implemented in a manner consistent with

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

37. CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY: During performance of the Contract, the Contractor will not discriminate against any employee or applicant for employment because of religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, veteran status, disability, HIV positive status, crime victim status, or genetic information. Contractor, and any subcontractors, shall comply with any Federal, State, or local law, statute, regulation, Executive Order, or rule that applies to it or the services to be provided under this contract concerning equal employment, fair employment practices, affirmative action, or prohibitions on discrimination or harassment in employment.

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

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

40. INDEMNIFICATION:

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

- B. Notice of Claims & City's Right to Participate: If the City, its officers, agents, or employees are notified of any claims asserted against it to which this indemnification provision may apply, the City shall immediately thereafter notify the Contractor in writing that a claim to which the indemnification provision may apply has been filed. Contractor shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The City retains the right to participate, at its own expense, in the defense of any claim, and to approve all proposed settlements of claims to which this provision applies.
- C. City's Rights and Remedies: Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States and the State of Vermont.
- D. No Indemnification by City: Under no conditions shall the City be obligated to indemnify the Contractor or any third party, nor shall the City be otherwise liable for expenses or reimbursement including attorney's fees, collection costs, or other costs of the Contractor or any third party.

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

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

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

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

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

determines that the Contractor is unable to satisfactorily execute the Contract.

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

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

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

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

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

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

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

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

- 52. ENTIRE CONTRACT & AGREEMENT:** This Contract constitutes the entire Contract, agreement, and understanding of the Parties with respect to the subject matter of this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.
- 53. APPENDICES:** The City may attach to these conditions appendices containing various forms and typical sample sheets for guidance and assistance to the Contractor in the performance of the work. It is understood, however, that such forms and samples may be modified, altered, and augmented from time to time by the City as occasions may require. It is the responsibility of the Contractor to ensure that they have the latest versions applicable to the Contract.
- 54. NO THIRD PARTY BENEFICIARIES:** This Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.
- 55. WAIVER:** A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

**Attachment D:
Burlington Livable Wage Ordinance Certification**

DRAFT

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

I, _____, on behalf of _____ ("the Contractor"), in connection with a contract for _____ services to be provided to the City of Burlington ("the City"), hereby certify, under oath, that the Contractor (and any of its subcontractors or subgrantees under this contract) shall comply with the City's Livable Wage Ordinance ("LWO"), B.C.O. 21-80 et seq., and that:

- (1) The Contractor shall pay all "covered employees" as defined by the LWO (including covered employees of subcontractors or subgrantees) a livable wage (as determined, or adjusted, annually by the City's chief administrative officer), and shall provide required paid time off for the term of the contract (*or the duration of the contracted project*);
 - (a) Full-time employees are entitled to 12 days of paid time off per year; and
 - (b) Part-time employees are entitled to 12 days of paid time off per year on a prorated basis;
 - (c) For a covered employer that provides employer assisted health care, the livable wage shall be at least \$16.98 per hour; and
 - (d) For a covered employer that does not provide employer assisted health care, the livable wage shall be at least \$18.09 per hour.
- (2) The Contractor shall post a notice regarding the applicability of the LWO in the workplace or in other locations where covered employees normally work, and where such notice can be readily seen;
- (3) Upon request of the City's chief administrative officer, the Contractor, for itself and, as applicable, for any of its subcontractors or subgrantees, shall provide payroll records, health insurance enrollment records, and other relevant documentation, as deemed necessary by the chief administrative officer, within ten (10) business days from receipt of the City's request;
- (4) The Contractor shall cooperate in any investigation conducted pursuant to the LWO by the City's designated accountability monitors or the City's Office of City Attorney & Corporate Counsel;
- (5) The Contractor shall not retaliate, nor allow any of its subcontractors or subgrantees to retaliate, against an employee or other person because such employee or person has exercised rights or is planning to exercise rights protected under the LWO, or has cooperated in an investigation conducted pursuant to the LWO;
- (6) The Contractor is required to insert in all subcontracts the requirements of the LWO. The Contractor is liable for violations of the LWO committed by its covered subcontractors.

Date: _____

By: _____
Contractor, or its duly authorized agent

Subscribed and sworn to before me:

Date: _____

Notary Public

Rights & Responsibilities

Under Burlington's Livable Wage Ordinance

\$16.98/hr

WHEN

employer *provides* employer assisted health insurance

\$18.09/hr

WHEN

employer *does not provide* employer assisted health insurance

and 12 days of paid time off per year*

*prorated for part-time employees

The law requires employers to display this poster where employees can readily see it.

COVERAGE

Any employer who receives City contracts or grants totaling in excess of \$15,000 for any 12-month period is covered. Covered employees are entitled to livable wages, 12 days paid time off per year* for vacation, sick leave, or personal leave, and all rights under the Fair Labor Standards Act (FLSA), as well as other applicable state and federal laws.

Covered contractors are required to include all subcontracts notice of the Livable Wage Ordinance (LWO), and are liable for LWO violations committed by their covered subcontractors.

ENFORCEMENT

The City is responsible for the administration of the LWO, and has the authority to recover back wages in instances of violations. Employers found in violation of the LWO may be assessed monetary penalties and be barred from future City contracts and grants. The law prohibits retaliation against workers who file a complaint or participate in any proceeding under the LWO.

ADDITIONAL INFORMATION

To obtain additional information about your rights and responsibilities under the LWO, visit the LWO Landing Page (<https://www.burlingtonvt.gov/CT/Livable-Wage-Ordinance>) or contact the LWO at their email address (livablewage@burlingtonvt.gov).

Livable Wage July 1, 2022 - June 30, 2023

Effective July 1, 2022

ARTICLE VI. LIVABLE WAGES¹

21-80 Findings and purpose.

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

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

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

21-81 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

21-82 Livable wages required.

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

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

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

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

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

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

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

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

21-83 Applicability.

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

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

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

21-84 Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) Reasonable attorneys' fees and costs.

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

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

21-85 Other provisions.

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

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

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

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

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

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

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

21-86 Exemptions.

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

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

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

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

21-87 Severability.

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

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

21-88 Annual reporting.

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

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

(Ord. of 10-21-13)

21-89 Effective date.

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

(Ord. of 10-21-13)

**Attachment E:
Burlington Outsourcing Ordinance Certification**

DRAFT

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

I, _____, on behalf of

_____ (Contractor) and in connection with the

_____ [project], hereby certify under oath that (1) Contractor shall comply with the City of
Burlington's Outsourcing Ordinance (Ordinance §§ 21-90 – 21-93); (2) as a condition of entering
into this contract or grant, Contractor confirms that the services provided under the above-
referenced contract will be performed in the United States or Canada.

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

By: _____
Duly Authorized Agent

Subscribed and sworn to before me: _____
Notary

ARTICLE VII. OUTSOURCING

21-90 Policy.

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

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

21-91 Definitions.

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

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

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

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

21-92 Implementation.

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

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

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

21-93 Exemption.

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

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

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

21-94 Enforcement.

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

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

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

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

21-95—21-99 Reserved.

**Attachment F:
Burlington Union Deterrence Ordinance Certification**

DRAFT

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

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

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

By: _____
Duly Authorized Agent

ARTICLE VIII. UNION DETERRENCE

21-100 Policy.

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

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

21-101 Definitions.

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

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

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

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

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

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

21-102 Implementation.

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

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

21-103 Enforcement.

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

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

21-104—21-110 Reserved.

**Attachment G:
Contractor's Certificate of Insurance**

DRAFT

Resolution Relating to

RESOLUTION 7.10

Sponsor(s): Bd. Of Finance

Introduced: 05/01/23

Referred to: _____

Action: adopted

Date: 05/01/23

Signed by Mayor: 05/10/23

REQUEST FOR \$2 MILLION OF ARPA FUNDS TO BUILD
OR IMPROVE COMMUNITY
INFRASTRUCTURE/COMMUNITY GATHERING SPACES

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

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

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

4 WHEREAS, those funds have been readily deployed in the past two years to address the pandemic
5 response, revenue replacement, the economic recovery, housing and homelessness, and support of the City's
6 non-profit organizations; and

8 WHEREAS, the City launched a citywide ARPA funds survey which has just under 4,000 respondents,
9 including BIPOC community members, strongly supported community infrastructure to enjoy food, music,
10 gathering and more; and

12 WHEREAS, Kara Alnasrawi, Director of Business & Workforce Development; Doreen Kraft, Director
13 of Burlington City Arts; Cindi Wight, Director of Parks, Rec & Waterfront; Mary Danko, Director of Fletcher
14 Free Library, and Brian Pine, Director of CEDO have worked to identify projects located throughout the City,
15 which will improve existing, or building new, community spaces;

17 NOW, THEREFORE, BE IT RESOLVED that to improve and create, as described above and in the
18 attached memo, City community infrastructure, the City Council approves the allocation of \$2 million of
19 ARPA funds, subject to the approval of expenditures by the CAO pursuant to the City's spending policies, as
20 follows:

- 21 · New North End
 - 22 ○ \$250,000, Redstone Cottage Community Space
 - 23 ○ \$50,000, Upgrades to Fletcher Free Library's Satellite Location
- 24 · Old North End
 - 25 ○ \$250,00, Roosevelt Park Pavilion
- 26 · South End
 - 27 ○ \$500,000, 405 Pine St. Community Room with Kitchen

* * * * *

DISTRIBUTION:

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

ORIGINAL

RESOLUTION RELATING TO

.....
.....
.....

Adopted by the City Council

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

..... Clerk

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

..... Mayor

Vol. Page

* * * * *

Resolution Relating to

**REQUEST FOR \$2 MILLION OF ARPA FUNDS TO BUILD OR IMPROVE COMMUNITY
INFRASTRUCTURE/COMMUNITY GATHERING SPACES**

- 28 · Downtown
- 29 ○ \$300,000, City Hall Park Kiosk
- 30 · Waterfront
- 31 ○ \$600,000, Expanded Waterworks Park Connections & Amenities
- 32 · Contingency
- 33 ○ \$50,000.

34

35

36

37 KA/Resolutions 2023/REQUEST FOR \$2 MILLION OF ARPA FUNDS TO BUILD OR IMPROVE COMMUNITY

38 INFRASTRUCTURE/COMMUNITY GATHERING SPACES

39 May 1, 2023

* * * * *

DISTRIBUTION:

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

Kara Alnasrawi
Samantha Dunn

* * * * *

ORIGINAL

RESOLUTION RELATING TO

Request For \$2 Million Of ARPA Funds To Build Or Improve Community
Infrastructure Community Gathering Spaces

Adopted by the City Council

May 1, 2023

Clerk

Approved: 5/10/23

Mayor

Vol. Page

Attest:

Lori Olberg
Licensing, Voting & Records Coordinator

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Samantha Dunn

Title/Subject: City Hall Park Kiosk Design/Build Contract

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/28/2023	Brian Pine
Mayor's Office informed and approved memo	Yes	Click or tap to enter a date.	No response
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	11/28/2023	Jared Pellerin
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/28/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	11/27/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	Yes	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Attachments
Draft Resolution or Motion?	Yes	Within the memo
If for submission to Council, are sponsors identified?	Choose an item.	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, Director, Community & Economic Development Office
Sarah Russell, Special Assistant to End Homelessness
Samantha Dunn, Asst. Director of Community Works

CC: Kara Alnasrawi, Director, Business & Workforce Development

Date: December 4, 2023

Subject: ARPA Funding Dedicated to Housing and Homelessness

This memo requests that the Board of Finance approve the resolutions included below and recommend that the City Council approve the same. The requests below seek authorization for allocating ARPA funding that was previously set aside to address housing and homelessness as follows:

- Increase the amount of ARPA funds to address the acute homelessness crisis from \$2,975,000 to \$3,050,000; and
- Dedicate \$1,000,000 of approved ARPA funds to the Post Apartments project; and
- Dedicate \$950,000 of approved ARPA funds to CHT for use in the next phase of housing development at Cambrian Rise.

This request does not involve increasing ARPA funding for these activities/projects but instead makes a formal commitment of ARPA funds.

Background

In early 2021 the Mayor previously instructed the Economic Recovery Director and her team to actively engage the public so as to best understand their desires for the investment of American Rescue Plan Act (ARPA) funds. The team launched an unprecedented outreach campaign to encourage Burlingtonians to take a city survey on this topic. The overwhelming survey results indicated that the Burlington community supported the expenditure of funds to address chronic homelessness and to implement solutions to find humane housing for all. The US Treasury's final rule for the COVID-19 Recovery funds also clearly specifies that an eligible use of the funds includes providing "services for unhoused persons".

In December 2021, the Mayor released the 10-point Action Plan to Fulfill the Promise of Housing as a Human Right in Burlington, which outlined a plan to dedicate, "At least \$5 million of ARPA funds, with at least \$1 million designated for initiatives to better serve the chronically homeless and \$4 million to build new permanently affordable housing."

In February 2022, the City Council approved the use of \$2.975 Million of ARPA funds to address the acute homeless crisis, including the creation of the new, "Special Assistant to End Homelessness" position within CEDO. These funds were originally budgeted for the following uses:

Administration (Personnel)	\$235,000
Special Assistant to End Homelessness	\$325,000
Coordinated Entry	\$250,000
Shelter Community Capital Budget (Development)	\$1,109,000
Shelter Community Operations	\$580,000

Community Resource Center Operations	<u>\$476,000</u>
	\$2,975,000

In February 2023, the City Council approved a budget-neutral Budget Adjustment that reallocated funds within these categories to address the need for additional capital development funds. The budget amendment included the following:

Administration (Personnel)	\$235,000
Special Assistant to End Homelessness	\$325,000
Coordinated Entry	\$250,000
Shelter Community Capital Budget (Development)	\$1,618,787
Shelter Community Operations	\$326,213
Community Resource Center Operations	<u>\$220,000</u>
	\$2,975,000

Ongoing activities to address homelessness

The \$2.975MM of ARPA funding approved in February 2022 to address the acute homeless crisis was dedicated to the construction of the Elmwood Emergency Shelter Community, and three years of investment in City staff time, the Coordinated Entry system and operations of the Elmwood Emergency Shelter Community and the Community Resource Center. At the time this funding was approved, the City had a goal to end chronic homelessness and render these investments obsolete at the end of the three years – it is clear that these activities will require funding past that three-year mark.

- **Special Assistant to End Homelessness**
This position was created in March 2022 and is 100% funded with ARPA. We currently anticipate a gap of \$83,000 to fully fund this position through the three years originally identified (May 2022-June 2025). It is clear that this position is vitally important to continued progress towards the goal of Housing as a Human Right in the City of Burlington and the need will continue past the three-year period for which ARPA funds were originally allocated. We recommend filling this anticipated gap of \$83,000 with General Fund dollars (or other sustainable funding) as this position is transitioned from ARPA funding while the need is expected to continue.
- **The previously-approved ARPA investments in the regional Coordinated Entry System, the Community Resource Center and Administration (staff time to manage these activities) only cover operations through June 30, 2025.** We anticipate that the needs being addressed by Coordinated Entry and the CRC will continue beyond this date, and recommend that the City begin planning for resourcing the City's continued investments into these services and the City staff time required to implement them.
- **Shelter Operations –** The annual budget for operating the Elmwood Emergency Shelter Community is approximately \$1.4M. The large majority of this funding has come from the State's HOP grant, however HOP does not provide full funding and we anticipate needing to spend approximately \$300,000 over the next two years of Shelter Operations. There is \$236,000 of this amount already identified leaving a gap of \$75K. We propose filling the anticipated gap of \$75K with ARPA funds, re-allocating the total ARPA spent on homelessness initiatives to \$3.050M. With the zoning permit for the Elmwood Shelter set to expire in July 2025, CEDO has begun initial planning for new permanently affordable housing on the site.

Proposed ARPA funds for development of new affordable housing units

In addition to funding initiatives to address acute homelessness, there is a desire by the community and administration to dedicate ARPA funds to the creation of new permanently affordable housing units. CEDO has identified two potential projects for this investment that are in the development pipeline and have funding gaps:

- \$1,000,000 of ARPA in support of the Post Apartments (former VFW): 38 units of permanently affordable housing with 25% (9 units) dedicated to households experiencing, or at risk of, homelessness. This project is anticipated to start in April 2024 and come online in late 2025.
- \$950,000 of ARPA in support of a second phase of construction by Champlain Housing Trust at Cambrian Rise which will include approximately 40 units of permanently affordable rental housing with 30% of the units dedicated to households experiencing, or at risk of, homelessness and an additional 30 units of Shared Equity homeownership.

REQUESTS:

Board of Finance:

Move to approve and recommend that the City Council approve and authorize the allocation and spending of \$2,025,000 of City ARPA funds, by the Chief Administrative Officer pursuant to the City's spending policies, to continue to address housing and homelessness throughout the City as outlined in the above memo and in the following way:

- Increase the amount of ARPA funds allocated to address the acute homelessness crisis by \$75,000 from \$2,975,000 to \$3,050,000; and
- Dedicate \$1,000,000 of ARPA funds to the Post Apartments project at 176 S. Winooski Avenue to aid in the creation of permanently affordable housing units; and
- Dedicate \$950,000 of ARPA funds to Champlain Housing Trust for use towards the creation of permanently affordable housing units in the next phase of their development at Cambrian Rise.

City Council:

Move to approve and authorize the allocation and spending of \$2,025,000 of City ARPA funds, by the Chief Administrative Officer pursuant to the City's spending policies, to continue to address housing and homelessness throughout the City as outlined in the above memo and in the following way:

- Increase the amount of ARPA funds allocated to address the acute homelessness crisis by \$75,000 from \$2,975,000 to \$3,050,000; and
- Dedicate \$1,000,000 of ARPA funds to the Post Apartments project at 176 S. Winooski Avenue to aid in the creation of permanently affordable housing units; and
- Dedicate \$950,000 of ARPA funds to Champlain Housing Trust for use towards the creation of permanently affordable housing units in the next phase of their development at Cambrian Rise.

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Brian Pine

Title/Subject: ARPA Funding Dedicated to Housing and Homelessness

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/27/2023	Brian Pine
Mayor's Office informed and approved memo	Yes	Click or tap to enter a date.	Approval by Jordan Redell pending
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	11/27/2023	Jared Pellerin approved
CAO has reviewed budget, financing, and memo	Yes	11/29/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



MEMORANDUM

TO: Board of Finance and City Council

FROM: Rocky Vogler, PE, Water Resources Director of Engineering and Operations

DATE: December 4, 2023 / December 11, 2023

CC: Chapin Spencer, DPW Director
Megan Moir, DPW Division Director – Water Resources

RE: Authorization to Execute Contracts with On-Call Water Resources Sewer Collection System Filming and Cleaning Contractors

REQUEST:

The Department of Public Works (DPW) and its Water Resources Division (WRD) are seeking authorization to execute Main On-Call Agreements with two (2) On-Call contractors for Water Resources collection system close-captioned television (CCTV) inspection and sewer cleaning projects: BP Wastewater Services and P&P Septic. We propose to execute Main On-Call Agreements with a maximum limiting amount of \$150,000 with each of the two (2) qualified contractors, for a total authorized expenditure of \$300,000.

Main On-Call Agreements will extend through December 31, 2025. DPW-WRD will return to the Board of Finance and City Council to increase these limits if it appears that they are trending towards being exceeded prior to that date.

BACKGROUND:

During the course of normal operation and maintenance of the City's collection system (wastewater and stormwater), the City occasionally requires pipe inspection services deemed urgent and/or beyond the capabilities or availability of "in-house" resources. Timely sewer pipe inspection is important when sinkholes form on the road/ground surface to understand whether the sinkhole is caused by a sewer pipe failure. It is also important prior to paving projects or other large roadway projects to understand the condition of the pipes and coordinate replacement where necessary. Additionally, there is also increasing need for enhanced sewer pipe cleaning beyond the scope of the on-going regular sewer cleaning provided by in house maintenance staff to coordinate with pipe inspection services and to ensure that we maintain sewer capacity, particular in pipes downstream of combined sewer overflows.

WRD released a Request for Qualifications (RFQ) for On-Call CCTV Inspection and Sewer Cleaning Services in November 2023. The intent is to maintain a list of qualified Contractors willing to contract with the City of Burlington DPW-WRD on an as-needed basis and to establish in advance the unit pricing for compensations of such services.

DPW-WRD sees these On-Call contractors as one component of our success in maintaining collection system infrastructure. Availability of in-house AFSCME staff is always reviewed prior to awarding work to an on-call contractor. On-call contractors are used only to supplement DPW

forces in situations where the work is time sensitive, requires specialized skills or equipment, or lack of staff availability.

Here are some brief descriptions to show examples of urgent CCTV work previously completed by contractors when City staff were not available:

- Prompt response to investigate unknown collection system infrastructure (manholes, catch basins and mains) within the Champlain Parkway Project corridor on Pine Street.
- Prompt response to investigate the formation of a sinkhole at Calahan Park.
- Prompt response to investigate the formation of a sinkhole at N. Prospect St.
- Prompt response to investigate sinkhole formation on Peru St.

Examples of possible enhanced and larger scale cleaning and filming – including those that relate to ensuring combined sewer overflows are minimized:

- Evaluating sewer infrastructure condition in advance of paving projects
- Cleaning and filming on streets where sewer back-ups into basements have occurred after significant storm events
- Cleaning and filming of sewer system between Pine/Lakeside and Howard (Pine Street CSO capacity management)
- Cleaning and filming of sewer system between Colchester/Riverside intersection and East Wastewater Treatment Plant (Colchester Ave CSO capacity management)
- Cleaning and filming downstream of Park Street Combined Sewer Overflow (Park and Manhattan CSO capacity management)

CONSTRUCTION CONTRACTOR SELECTION:

WRD issued a RFQ in November and received proposal packages from two (2) contractors – all with a record of success working in Burlington in recent years on water resources collection system projects. Contractors provided unit pricing for their services which are in line with typical rates for this type of work. Given the completeness of the proposals, their positive past track record on water resources projects, their comparable rates – and our need to have multiple on-call contractors during situations as not all may be available – Staff recommends approving on-call contracts with both contractors.

The On-Call contractors will provide services required to complete work associated with both Emergency/Unplanned filming/pipe assessment needs of the City collection system (stormwater, sewer, combined sewer) utilities as well as Urgent/Planned projects which may include both CCTV work as well as larger scale sewer cleaning projects that exceed the availability of City maintenance staff. The work can include, but not be limited to: CCTV, cleaning, lateral locating, smoke and dye testing as well as condition assessment evaluation.

The City of Burlington Department of Public Works is seeking to execute Main On-Call Agreements with the following two (2) contractors:

1. BP Wastewater Services LLC
2. P&P Septic

On-Call Contractor Implementation through Work Assignment Agreements:

Once Main On-Call Agreements are executed, WRD will then enter into Work Assignment Agreements (WAA) with the selected contractors on an as needed basis. Prior to entering into a WAA, the Director of Public Works or his/her designee will determine if work is appropriate for the On-Call contractors.

Work under this On-Call Collection System Services contract generally falls into two categories – Emergency/Unplanned Work and Urgent/Planned Work. In line with our process for “standing” emergency work assignment agreements for excavation related projects, Water Resources proposes to execute “standing” emergency work assignment agreements for collection system filming (with associated pre-cleaning) projects which have a general scope of work and a modest not to exceed limit (\$10,000) so as to allow for emergency work of a variety of types to proceed quickly (these are often used outside of business hours) based on time and materials pricing under the direct oversight of on-site City personnel. The use of these work assignment agreements will be “activated” via an emailed written notification to the firm that specifies the address and type of work associated with the request (i.e. sinkhole, sewer main break etc.) For Emergency/Unplanned work WRD will work with the first responsive On-Call contractor.

Urgent/Planned Work allows for a little bit more planning and the WAAs will include more defined scopes of work for which the contractor will provide a not to exceed cost estimate. For Urgent/Planned work, WRD staff will directly contact contractors on the On-Call contractor list and cycle through the contractors.

In all cases, the work will be ordered by the issuance of a WAA which will be paid on a time and materials basis in accordance with the pricing submitted in response to the November 2023 RFQ.

FUNDING:

Funding for this work will be paid from annually budgeted money across FY24, FY25 and FY26 from Wastewater GLs 480-19-425-000.6500_118 and Stormwater 245-19-000.6500_118, Professional and Consultant Services.

MOTIONS:

The Department of Public Works Water Resources Division respectfully requests that the Board of Finance and City Council approve the following motions:

Board of Finance Actions:

1. “To approve and recommend that the City Council authorize the Director of Public Works to execute Main On-Call Agreements with two (2) water resources CCTV contractors (BP Wastewater Services LLC and P&P Septic), each with a maximum limiting amount of \$150,000, for a total authorized expenditure not to exceed \$300,000, subject to review and approval by the City Attorney.”

City Council Actions:

1. “To approve and authorize the Director of Public Works to execute Main On-Call Agreements with two (2) water resources CCTV contractors (BP Wastewater Services LLC and P&P Septic), each with a maximum limiting amount of \$150,000, for a total authorized expenditure not to exceed \$300,000, subject to review and approval by the City Attorney.”

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Department: DPW Water Resources Division Submitter: Megan Moir/Rocky Vogler
 Authorization to Execute contracts with On-Call Sewer Collection System Filming and
 Title/Subject: Cleaning Contractors

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/27/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	11/29/2023	Jordan Redell
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/28/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	11/28/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	No	Standard City Contract
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.



MEMORANDUM

TO: Board of Finance / City Council

FROM: Ashley Walenty, PE, Water Resources Engineer
Martin Lee, PE, Engineering Manager – Water Resources
Megan Moir, DPW Division Director – Water Resources
Chapin Spencer, Director of Public Works

DATE: December 4, 2023 / December 11, 2023

RE: Request for Approval of Contract for the Long Term Climate Resilient
Evaluation for North Plant Sewer Siphon

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks approval and authorization for executing a contract with Stantec Consulting Services, Inc ("Stantec") for a total not to exceed value of \$182,793.62 with authorization for contingency funding of an additional \$8,000 for the purposes of completing an evaluation for the future long term climate resilient analysis for the replacement of the Winooski River siphon (sewer main) crossing which broke on July 12th and was temporarily repaired November 8th.

This is the next critical step in our efforts to plan for future climate changes and increase wet weather events that have caused damages associated with the July flooding, an event which is eligible for Federal Emergency Management Agency (FEMA) funding. This project has been registered with FEMA as an eligible project under the disaster event, which the City has continued to coordinate all required documentation and progress with FEMA on a regular basis.

BACKGROUND

For a full and up to date accounting of this incident and the City's response, please see <https://www.burlingtonvt.gov/water/WinooskiBreakJuly12>. The timeline presented on the web page shows that the City has been working to manage the broken siphon from day 1 and we have not had any down time in our response efforts. Phases of our emergency response have included:

- ☐ Phase 1: Pumping and hauling wastewater via pumper truck to the City's North Wastewater Treatment Plant
- ☐ Phase 2: Constructing and operating a temporary, above-ground force main bypassing the broken river siphon

- Phase 3 : Completing an emergency in-river repair of the siphon crossing adjacent to North Plant to allow for the sewer main under the Winooski River to be put back into service
- Phase 4 (Current Request): Beginning an alternatives evaluation and design for a climate resilient permanent repair

FEMA has acknowledged that the current siphon does not meet modern design standards and a permanent, climate resilient repair will be eligible for FEMA funding. The current scope of work, Attachment A – Stantec Climate Resilient Siphon Sewer and Level of Effort, involves evaluation of various alternatives for the permanent and climate resilient long-term repair of the siphon. The consultant will work with the City to create a preliminary engineering report with a selected alternative. As part of the design process for the permanent repair, Water Resources anticipates looking at a permanent pump station as well as a modern double barrel inverted siphon that would be directionally drilled, among other possible alternatives. The permanent repair will be on a steady timeline but the design and construction is anticipated to take over a year. We will update the community when we have more information on the permanent repair work.

Procurement

A Request for Qualifications (RFQ) was drafted for this climate resilient evaluation project in accordance with City and Federal procurement guidelines. The RFQ was approved by the Attorney's Office, posted on the City RFP website, and directly sent to a handful of local consultant firms. We received one statement of qualifications (SOQ) from Stantec. The City had this project out to bid from 8/4/23 to 9/1/23 to allow adequate time for consultants to respond.

The City reviewed the SOQ and determined them to have a responsive, market-rate proposal. Stantec's proposal was reviewed by multiple City Water Resources' Engineers and was determined to be a good fit for this project due to the fact that Stantec was the design consultant for the repair on the siphon when it broke in 2005, giving them a unique qualification for the future climate resilient repair of the existing siphon. The City scheduled a Scope of Work (SOW) meeting with Stantec to review the City's requirements for the project and to provide direction to Stantec to create their SOW and level of effort cost proposal. Burlington's Water Resources engineering staff reviewed the scope of work, level of effort and cost proposal and it is recommended to proceed with Stantec.

Consultant	Total Proposal
Stantec Consulting Services, Inc.	\$182,793.62

FUNDING

Given the official disaster declaration DR4720, it is understood that at least 75% of these expenses will be covered by FEMA. FEMA funding is a reimbursement-based funding, meaning that the City must cover expenses, paying careful attention to eligibility and documentation requirements, and then file for reimbursement at a future date.

The City will be responsible for 12.5% of projects costs (the other 12.5% to be covered by the State) due to our compliance with the qualifying mitigation measures under the Emergency State Assistance Funding process. There is a chance that additional FEMA funding will be available (90% costs) and further reduce the remaining local cost share.

These expenses are being tracked in a project in the Wastewater Capital Project Fund 862 separate from the FY24 Wastewater Annual Budget in Fund 480.

The Wastewater Fund has sufficient days of cash on hand to cover these unplanned expenses before receiving the anticipated reimbursements. Regardless of the level of reimbursements, there will be a portion of these expenses that will need to be covered by our utility.

ATTACHMENTS

Attachment A – Stantec Climate Resilient Siphon Sewer Proposal and Level of Effort

MOTION

Board of Finance:

1. "To approve and recommend that the City Council authorize the Director of Public Works' execution of a contract with Stantec Consulting Services, Inc. for the long term climate resilient siphon repair, for a Maximum Limiting Amount of \$182,793.62 with authorization for contingency funding of an additional \$8,000.00, for a total authorized expenditure not to exceed \$190,793.62, subject to the review and approval of the City Attorney's Office."

City Council:

1. "To approve and authorize the Director of Public Works' execution of a contract with Stantec Consulting Services, Inc. for the long term climate resilient siphon repair, for a Maximum Limiting Amount of \$182,793.62 with authorization for contingency funding of an additional \$8,000.00, for a total authorized expenditure not to exceed \$190,793.62, subject to the review and approval of the City Attorney's Office."

Thank you for your consideration of this request.

**Attachment A – Stantec Climate Resilient Siphon Sewer
Proposal and Level of Effort**



Stantec Consulting Services Inc.
193 Tilley Drive, Suite 101
South Burlington VT 05403-4440

November 6, 2023

Project/File: Burlington Siphon Sewer Repair

Ms. Ashley Walenty, P.E
Burlington Department of Public Works
53 Lavalley Lane
Burlington, VT 05401

Hello Ashley,

Reference: Winooski River Siphon Sewer Project Scope of Work

The City of Burlington Department of Public Works Water Resources Division has requested Stantec provide a scope and fee for engineering services for more permanent resilient solutions to the Winooski River inverted siphon sewer line failure that occurred on July 12, 2023. The failure that recently happened is in the New North End and within a sewer shed of the City's North Wastewater Treatment Plant.

The inverted siphon was constructed in the 1950s with cast iron pipe installed on the bottom of the Winooski River with limited cover. In 2005 a portion of the sewer siphon broke on the southern half of the siphon. The 2005 repair included directional drilling HDPE pipe to replace the southern portion of the siphon. The siphon has dye testing performed twice per year to ensure it is functioning correctly. The siphon also has SCUBA inspections every few years to ensure the piping is intact, most recently in June 2023.

This scope of work focuses on developing climate resilient alternatives for conveying these flows to the North Plant wastewater treatment facility. We understand that future work may also include evaluation of longer-term conveyance strategies that reflect the challenging location of North Plant in the increasingly volatile climate change environment, but as a future effort this proposal does not include services for this work.

This proposal covers the below tasks as requested in the City's Request for Qualifications, issued on August 4, 2023.

1. Evaluating alternatives for permanently redirecting sewage flows from the broken inverted siphon, including but not limited to directional drilling of a permanent pipe and abandoning the river crossings entirely by installing a pump station and force main on land to North Plant.
2. Considering resiliency of the permanent solution including flood plain design considerations, river scour considerations, and North Plant wastewater plant geomorphology considerations.
3. Coordination with FEMA Program Consultant, if one is selected by the City, to help with the evaluation of alternatives from a funding availability perspective.
4. Developing a schedule that considers the urgency of the issue.

Reference: Winooski River Siphon Sewer Project

Task 1 – Project Management

Task 1.1 – Project Administration

Stantec will provide regular progress reporting, schedule updates, project financial administration, and reporting consistent with the terms of the Contract. The Stantec Project Manager (PM) will be responsible for timely project management and communications, and preparation of a Project Implementation Plan (PIP) for the project team.

The PM will manage the scope, budget, and schedule, track scope changes, and handle communications with the client and project staff. The Stantec Project Technical Lead (PTL) will work together with the PM to develop and communicate the Project Implementation Plan (PIP) with staff. The PTL will have primary responsibility for overseeing the project's technical expertise and approach, overseeing project tasks and sequencing, ensuring project staffing, quality assurance and reviews on all deliverables, and harmonizing team dynamics.

Deliverables:

- Provide up to three (3) Schedule Updates
- Provide monthly project updates with invoices

Task 1.2 – Meetings

Stantec will attend a kick-off meeting with the key stakeholders at the initiation of the Project. The meeting will be conducted in person with the Stantec project manager and project technical lead and other discipline leads as requested by the City. The purpose of the meeting will be to introduce the team to key City staff members, discuss communication protocols, project scope, deliverables, and schedule.

In addition, regular project meetings will be held with the City and key staff as well as relevant stakeholders as required. These meetings will be held monthly via teleconference to provide consistent and frequent updates on the progress of the project, issues needing resolution and timely feedback on direction and priorities. Project meeting agendas and minutes will be prepared for each meeting and distributed electronically to City staff. In addition, as part of the design process Stantec will have biweekly internal meetings with design leads as required to ensure a cohesive design is developed.

Review Meetings: As noted later, Stantec assumes a workshop will be held with City staff in person following submission of each major deliverable (30/60/90%) to review and discuss City comments. Stantec assumes each review meeting will be one (1) hour long, attended by the Stantec PM, PTL, and design leads as required. Meeting minutes will be taken and distributed to the project team following each meeting.

Deliverables:

- Project kick-off meeting/prepare meeting minutes
- Eight (8) monthly project meetings/prepare meeting minutes
- Three (3) submission review meetings/prepare minutes (Alternatives Analysis, PER, OPCC)

Task 1.3 – QA/QC

Reference: Winooski River Siphon Sewer Project

The PM is responsible for ensuring Quality Assurance and Quality Control (QA/QC) throughout the project. All deliverables will follow Stantec's Quality Management Standards. Reviews shall be conducted internally on all deliverables and will undergo a QA review and an independent technical review (ITR) prior to submitting to the City.

Deliverables:

- None

Task 2 – Environmental Services (Wetlands, Archeological, Survey)

Task 2.1 – Survey

Stantec will subcontract with Vermont Survey and Engineering, Inc., a licensed survey firm, to conduct surveying to delineate the project site. Survey will include delineating flood elevations, incorporating record drawing information, utilities, and invert elevations of the existing siphon sewer.

The survey file shall be an AutoCAD .dwg file in AutoCAD Civil 3D format. Stantec will also provide a converted 2D file to the City of the survey. Stantec will review the survey for completeness and any changes needed provided to the surveyor. The surveyor will address comments and provide an updated survey file for use on this project. The unit of measurement in the CAD file shall be in feet using the vertical datum NAVD29 and the horizontal datum NAVD83.

Stantec assumes that only traditional survey is to be performed within the limits. Potholing, GPR, and other subsurface investigations are not included in the work.

Stantec will subcontract with the University of Vermont's Consulting Archaeology Program to work with us to identify solutions for the various alternatives to be evaluated during this Project. UVM CAP was instrumental in getting the 2006-crossing approved while not disturbing the highly valued historic site that the pipeline currently crosses.

Our Wetlands and Environmental Services teams are ready to begin their preliminary work ASAP to best take advantage of the calendar to perform their delineations, site walks and preliminary assessments.

Deliverables:

- No direct deliverables but this work will all feed into the Alternatives Analyses.

Task 3 – Alternatives Analysis/Conceptual Design

Task 3.1 – Alternatives and Information to be Considered

1. Desktop analysis to:
 - a. Develop and confirm existing flows
 - b. Project future flows/service area, City staff (Planning Department and Water Resources) to assist with this task
2. Permanently redirecting sewage flows from the broken inverted siphon:
 - a. Directional drilling of a permanent pipe similar to the 2006 solution

Reference: Winooski River Siphon Sewer Project

- i. Single barrel versus double barrel analysis
 - b. Abandoning the river crossings entirely by installing a pump station and force main on land to North Plant
 - i. Location(s) evaluation
 - ii. Forcemain route
 - iii. System head evaluations (preliminary pump/forcemain sizing)
 - c. The proposal will include time for a third, yet to be identified, alternative
 - d. Consideration of abandonment of the existing siphon (at the location of the other river crossing failure in 2006, the decision was made to abandon that pipe in place)
3. Construction access coordination
 - a. Logistics/constructability
 - b. Permitting
 - c. Potential use of barges

Deliverables:

- An Alternatives Analysis Technical Memorandum identifying a Preferred Alternative

Task 3.2 – Considering resiliency of the permanent solution including flood plain design considerations, river scour considerations, and North Plant wastewater plant geomorphology considerations

All alternatives will include a thorough resiliency evaluation and component within each deliverable. No specific services have been provided for this task; however resiliency evaluations are considered incidental to other deliverables within all tasks.

Deliverables:

- None

Task 3.3 - Working with Burlington's selected FEMA Program Consultant (if a program consultant is selected, the City still weighing this option) as well as with FEMA and other funding agencies to help with the evaluation of alternatives from a funding availability perspective

Deliverables:

- None

Similar to 3.2 above, this work is considered incidental to other tasks and deliverables.

Task 3.4 - Developing a schedule that considers the urgency of the issue

The development and updating of schedules are included in Task 1.1 – Project Administration, above.

Deliverables:

- None

Reference: Winooski River Siphon Sewer Project

Task 4 – Preliminary Engineering Report

Utilizing the results of the above three tasks, including the recommended alternative selected, a Preliminary Engineering Report (PER) will be prepared.

The purposes of a PER are to establish the base of the design, coordinate the major components of a project including (as needed) process design, civil/site design, structural design, mechanical design, electrical design, and instrumentation and controls design. The stage is the optimal time to establish strengths and weaknesses in the proposed alternative.

As a basis of design, Stantec will use the City of Burlington's most current standard details that were adopted on October 26, 2023, for all water, sewer and stormwater infrastructure. Additionally, we will rely upon the Recommended Standards for Wastewater Facilities (Policies for the Design, Review and Approval of Plans and Specifications for Wastewater Collection and Treatment Facilities, 2014 Edition), more commonly referred to as the 10 State Standards.

Conceptual-level plans will be developed for the proposed alternative using aerial imagery as a base layer for showing proposed improvements.

Stantec's environmental team will lead an effort identifying all permits necessary to support the alternatives reviewed. As part of this effort, we will not apply for or obtain any permits, however a list of permits will be created that will be evaluated in more detail as part of future design and permitting phases.

Deliverables:

- Preliminary Engineering Report

The Report will serve as the foundation for this project. Design assumptions will be verified, the report also establishes the design criteria and standards that all future design work will comply with.

- Opinion of Probable Construction Cost

A preliminary Opinion of Probable Construction Cost will be prepared.

Assumptions and Exclusions

This Scope of Work is offered as Phase 1 of a multiphase project. With the preferred alternative not yet selected, we are unable to accurately estimate the services needed given the wide range of services and disciplines that may be required for the alternatives under consideration.

Upon completion of Phase 1 Stantec would be prepared to offer a Scope of Work for the remainder of the project up to and including full permitting, design, bidding and construction phase services.

Accordingly, the following items are excluded from this Scope of Work:

1. Permitting
2. All design phases of the project (30, 60, 90 and 100% Ready for Bid Plans)

Reference: Winooski River Siphon Sewer Project

3. Bid phase services
4. Construction phase services

Schedule

- Alternatives Analysis: Stantec will complete a desktop-level analysis of the alternatives within 10 weeks of an initial kickoff meeting with the City of Burlington. Based on the factors described above, additional time may be needed for a more thorough analysis if required by funding partners.
- Review of Analysis: One month is included for the City and its partners to review the Analysis and provide comments.
- Preliminary Design Report: Two months are included for the preparation of a draft PER, review of the draft by the City and its partners and the preparation and submission of a final PER.
- Note: with the project likely to commence in the December/January timeframe, some work will have to wait for the spring. That work includes and detailed, on-site assessments of archeological and environmental conditions. Our plan during the initial phase of the project is to perform these services at a 'desktop level' of analysis, which will be sufficient to support the Alternatives Analysis phase of the project. As the project advances and if the need for archeological and environmental fieldwork is identified, that work will commence when site conditions are appropriate.

Cost

Stantec proposes to perform the work outlined herein for a total of \$190,500, billed at a time and expenses basis.

Note: with the timing and Scope for the Archeological and Survey subconsultants unresolved at least until the project's alternatives phase advances, we have included an allowance of \$15,000 for each sub.

Regards,

STANTEC CONSULTING SERVICES INC.

Rabidoux
, Justin

Digitally signed by
Rabidoux, Justin
Date: 2023.11.07
10:39:16 -05'00'

Justin Rabidoux

Senior Project Manager
Phone: (802) 497-6405
justin.rabidoux@stantec.com

stantec.com

This cost has been updated to reduce the allowance for one of the subs to \$7,500. The total contact value has decreased to \$182,793.62 per the level of effort attachment.



SUMMARY REPORT

Project Company	Stantec US Business Group
Project Currency	US Dollar
Contract Type	Time & Material

Project Number	195189008
Project Name	Burlington (VT) Siphon Sewer PER
Client Name	City of Burlington (VT)
Business Centre	BC-1951 Water-US Northeast
Project Manager	Rabidoux, Justin (136)
Project Independent Reviewer	Britton, Gina (225)

Project Summary	Total Fee
Labour	\$159,293.62
Expense	\$1,000.00
Subs	\$22,500.00
Total	\$182,793.62

Planned Start Date	Planned End Date
2024-01-08	2024-06-21

Name	Role	Billing Level	Billing Rate	Hours	Sub-Total Fee
Rabidoux, Justin	Project Manager	Level 14	\$195.00	196.00	\$38,220.00
Myers, Jack	Project Technical Lead	Level 14	\$195.00	134.00	\$26,130.00
Goyette, Greg	Principal in Charge	Level 16	\$250.00	3.00	\$750.00
Ruiz, Albert	Directional Drilling	Level 15	\$220.00	14.00	\$3,080.00
Neuroth, Mark	Directional Drilling Designer	Level 11	\$172.00	32.00	\$5,504.00
Campbell, Doug	Pumping & Force mains	Level 12	\$178.00	112.00	\$19,936.00
Ruoff, Bryan	Collection Systems	Level 13	\$187.00	24.00	\$4,488.00
Olander, Emerson	Pump Station Studies	Level 15	\$220.00	14.00	\$3,080.00
Baker, Eben	Environmental Permitting/Wetlands	Level 08	\$145.00	32.00	\$4,640.00
Manchester, Kaytee	WWTP Operations	Level 13	\$187.00	76.00	\$14,212.00
Santy, Gary	ROW/Easements	Level 15	\$220.00	2.00	\$440.00
Chelminski, Michael	River Geomorphology	Level 15	\$220.00	10.00	\$2,200.00
Clark, Gordon	Flood Resiliency	Level 10	\$161.00	14.00	\$2,254.00
Tucker, Melissa	Flood Evaluation	Level 13	\$187.00	8.00	\$1,496.00
Garner, Cyrus	Geotech Lead	Level 11	\$172.00	14.00	\$2,408.00
Fragoso, Ana Cristina	Geotech Engineer	Level 11	\$172.00	32.00	\$5,504.00
Malueg, John	FEMA Coordination	Level 17	\$259.00	8.00	\$2,072.00
Brassard, Dan	CAD Lead	Level 12	\$178.00	10.00	\$1,780.00
Beauregard, Brandon	CAD Assistance	Level 09	\$155.00	88.00	\$13,640.00
Youlen, Dave	Estimating	Level 12	\$178.00	8.00	\$1,424.00
Britton, Gina	PIR	Level 15	\$220.00	4.00	\$880.00
Shinde, Rohit	PCS	Level 11	\$172.00	3.00	\$516.00
				838.00	\$154,654.00

Expense	Billing Rate	Units	Sub-Total Fee
Travel	\$500.00	2.00	\$1,000.00
			\$1,000.00

Subs	Billing Rate	Units	Sub-Total Fee
UVM CAP	\$5,000.00	1.50	\$7,500.00
VT Survey & Engineering	\$10,000.00	1.50	\$15,000.00
			\$22,500.00

Escalation	Billing Rate	Units	Sub-Total Fee
Escalation (Labour)	-	-	\$4,639.62
			\$4,639.62

Board of Finance and City Council Submission ChecklistDepartment: DPW – Water Resources Submitter: Ashley WalentyTitle/Subject: North Plant Siphon Long Term Climate Resilient Evaluation

	Approval:	Meeting Date:
☒	Board of Finance	12/4/2023
☒	City Council	12/11/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/27/2023	Megan Moir & Chapin Spencer
Mayor's Office informed and approved memo	Yes	11/29/2023	Joran 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	11/29/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	11/27/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A		
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

Resolution Relating to

AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALL (TO-0097) REPAIR

RESOLUTION_____

Sponsor(s): _____
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Three

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

1 That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and
6 WHEREAS, in order to advance repair of a known high risk outfall (TO-0097) located in the vicinity
7 of 505 Riverside, preliminary engineering efforts are needed (the “Project”); and
8 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
9 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
10 WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to
11 exceed \$105,000 including project contract scope contingency and City staff time which is eligible for
12 reimbursement; and
13 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
14 Loan; and
15 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
16 to 5 years at 0% interest; and
17 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
18 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
19 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
20 project for which the planning loans are used; and
21 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
22 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter
23 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for
24 the financing of a Loan in a principal amount not to exceed \$105,000 (the “Loan”) subject to final review and
25 approval by the Chief Administrative Officer and City Attorney; and

Resolution Relating to

AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PRELIMINARY ENGINEERING OF STORMWATER
OUTFALL (TO-0097) REPAIR

26 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
27 an Engineering Services Agreement with VHB for an amount not to exceed \$100,000, and further authorize any
28 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
29 and approval by the City Attorney's Office; and

30 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
31 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
32 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
33 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
34 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
35 deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or
36 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's
37 Office or Bond Counsel to the City; and

38 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
39 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
40 documents (and other ancillary documents other than the loan application or loan agreements): Department of
41 Public Works Water Resources Division Director Megan Moir.



MEMORANDUM

TO: Board of Finance / City Council

FROM: Kate Komorowski, Water Resources Engineer
Megan Moir, Water Resources Division Director
Chapin Spencer, Director of Public Works

DATE: December 4, 2023 / December 11, 2023

RE: Clean Water Resiliency Plan – Loan and Contract Authorization for the
Stormwater Outfall Improvements Projects:
Preliminary Engineering Phase for Critical Outfall Priority Groups 1 & 2
and Planning and Preliminary Engineering for Group 3

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks authorization, through the attached resolutions and motion, to apply for Step I: Planning/ Preliminary Engineering Clean Water State Revolving Fund ("CWSRF") loans in an aggregate amount up to \$515,000 to support planning and preliminary engineering for various stormwater outfall repair and assessment projects throughout the City, to execute engineering services agreements with Vanasse Hangen Brustlin ("VHB") in an aggregate amount up to \$490,000, and to designate the Mayor and appropriate City staff to execute associated documents.

BACKGROUND

The city operates two separate types of collection systems: 1) the combined sewer system which conveys collected flows to one of three wastewater treatment plants, and 2) the separate stormwater system which collects and directs rainwater, snowfall, other forms of precipitation and runoff through a conveyance network to an outfall. An outfall is a point source where a separate stormwater system discharges either to Waters of the United States or an open channel, water body or other stabilized receiving structure. Stormwater outfalls represent a substantial portion of the infrastructure associated with Burlington's stormwater collection system. These outfalls were installed throughout the 19th and 20th centuries, in many cases using materials like corrugated metal. Increased storm flows from expanding impervious surfaces, coupled with environmental exposure and winter salt impacts have caused many of these pipes and outfall areas to deteriorate over time. Because these outfalls were often installed in locations that were not suitable for development (i.e. at the bottom of steep banks and ravines) - they can be challenging and very costly to repair.

On November 6, 2018, the City passed a revenue bond vote for the Clean Water Resiliency Plan. The plan included approximately \$10 million of investments for

stormwater infrastructure improvements. The proposed improvements included planning, final design and construction of repairs to failing stormwater outfalls.¹

This memorandum focuses on the next steps in continuing to advance repair of existing known failing stormwater outfalls and continuing to assess the remainder of the City's stormwater outfalls for prioritization of future investment.

Over the last several years, under the Clean Water Resiliency Plan, the City has started an asset management program for the strategic repair of damaged or eroding stormwater outfalls. As part of an initial phase of Stormwater outfall assessments conducted in 2018/2019, 22 known damaged or eroding City outfalls were reviewed, rated for risk and consequence of failure and placed on a priority list. Three of these outfalls have been or are being addressed via other means (the North Ave outfall which failed last year and required emergency repairs and 2 outfalls serving the Burlington High School site that will be part of the High School project). Improvements for the next three critical outfalls located along Manhattan Drive were evaluated and design plans have progressed with construction currently slated for calendar year 2024. Board of Finance and City Council approved the (final design + construction) loan for that repair project in 2021 for \$1,196,000.

This next step is intended to continue to address known high risk stormwater outfalls and to continue to gather information about other outfalls to aid in a comprehensive asset management-based approach to addressing our aging stormwater infrastructure. This comprehensive project is being broken up into three sub-projects to ensure that the known high-risk outfalls (Group 1 and 2) can proceed to construction when ready and that the Group 3 assessment and preliminary engineering can proceed on a parallel, but slightly slower track. Proposed loan amounts include contingency to allow for any necessary changes to the scope of the project that may arise.

Critical Outfall Priority Group 1 consists of preliminary engineering design of repairs or improvements to outfall TO-0097, located along Riverside Avenue near the intersection with Intervale Road. Depending on the final costs and bids for this project and for other stormwater projects, such as a large combined sewer overflow reduction tank, this outfall may be able to leverage remaining 2018 voter authorization to be able to construct this project. If not, this preliminary report will provide the concrete data necessary for an upcoming infrastructure bond vote (likely in November 2024) and will allow for the project to progress to Final Design (Step II). Proposed Step I Loan: Up to \$105,000.

Critical Outfall Priority Group 2 consists of preliminary engineering design of repairs or improvements to outfalls TO-0104 also located along Riverside Avenue, further to the east from TO-0097, and TO-0022 which conveys stormwater along Route 127. This work will not progress to final design (Step II) until the assessment of the remaining City outfalls (Group 3 below) is substantially completed, given that there could be higher priority

¹ Proposed projects are itemized in the Board of Finance Memorandum dated September 5, 2018 located here: <http://www.burlingtonvt.gov/sites/default/files/bof%20memo.pdf>

outfalls that are identified as part of that comprehensive work. That said, based on previous assessments, it is currently believed that these outfalls are indeed the highest risk after Group 1. This effort will provide data to inform the November 2024 infrastructure bond vote. Proposed Step I Loan: Up to \$95,000.

Critical Outfall Priority Group 3 consists of assessing the condition of the remainder of the City's 260+ outfalls, assigning a criticality/risk score (consequence of failure x likelihood of failure), providing some conceptual cost estimates to inform the likely 2024 voter authorization request and completing preliminary engineering for the highest risk outfalls from this grouping. This effort will provide data to determine whether there are additional high-risk outfalls that need to be addressed in the near term and will require consideration in a 2024 infrastructure bond vote or which need to be monitored, but could reasonably be addressed at a later date. Proposed Step I Loan: Up to \$315,000.

STORMWATER CONSULTANT PROCUREMENT AND CONTRACTING:

On February 12, 2021 Burlington Water Resources Division issued a RFQ – Engineering Services for City of Burlington Outfall Improvement Projects.

The WRD closely followed the Clean Water State Revolving Fund (CWSRF) procurement requirements for engineering services in accordance with 40 U.S.C. § 1101-1104, which requires public issuance of a RFQ and negotiation of contracts using a qualifications-based selection (QBS) process. Please see Appendix A for details on the procurement of the proposed firm for the project and the RFQ for this project. The RFQ allows the City to request proposals for additional phases of work under the original RFQ.

Following the selection of the top qualified consultant for the project, staff worked to develop a draft scope of work and initial cost estimate for the consultant's work on the project and/or project phase identified in this memo (See Appendix B).

PROJECT COST AND LOAN SUMMARY:

All of the project costs will be funded through the CWSRF program. The following summary table outlines the maximum contract and CWSRF loan amounts WRD is seeking approval for. The loan amounts include an allowance for City staff time which is reimbursable through the project and eligible for loan forgiveness if awarded to the project. WRD has estimated a NTE value for our loan application to ensure there is adequate contingency to make reasonable scope of work adjustments during the final review of the scope by the VTDEC.

Critical Outfall Priority Group 1 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 1	\$100,000	Step I Planning Loan (TOTAL NTE \$105,000)
DPW Staff Engineering NTE	\$5,000	

Critical Outfall Priority Group 2 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 2	\$90,000	Step I Planning Loan (TOTAL NTE \$95,000)
DPW Staff Engineering NTE	\$5,000	

Critical Outfall Priority Group 3 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 3	\$300,000	Step I Planning Loan (TOTAL NTE \$315,000)
DPW Staff Engineering NTE	\$15,000	

This represents a total overall borrowing amount not to exceed \$515,000. The above project will also each be eligible for up to \$100K of planning/design subsidy (loan forgiveness), though there is typically a cap of \$250,000 per year per municipality that will come into play.

Step I loans are 0% interest loans and, assuming the project proceeds towards construction, do not usually go into repayment on their own. Rather, they are rolled into the Step II (also 0% interest) and eventually rolled into the construction loan (Step III) which has a low 2% administrative cost. If a project completely stalls or hits a dead end, then Step I and II loans may go into repayment eventually, with repayment periods in the 5 – 10 year range depending on the size of the loan. Step I and Step II loans, on their own, do not require voter authorization per Vermont Statute – however previous Step I and Step II costs must be considered when seeking voter authorization for Step III construction funding.

As mentioned above, the only sub-project that is likely to proceed to construction in the near term with the existing 2018 voter authorization is the Priority Group 1 outfall, and

that is only if there is sufficient remaining 2018 authorization after other high priority projects proceed such as the Callahan Combined Sewer Storage Tank. The earliest this project would complete construction is likely FY26, and repayment would not begin until one year after completion, in FY27.

Thank you for your consideration of this request.

ATTACHMENTS

- Appendix A:
 - o A.1. Consultant Procurement Summary
 - o A.2. Stormwater Outfall Improvement Projects Request for Statement of Qualifications.
- Appendix B: Stormwater Outfall Improvement Projects Draft Engineering Services Agreement Scopes of Work
- Appendix C: Draft Resolutions

MOTION

DPW requests that the Board of Finance and City Council approve the following motions:

Board of Finance:

1. "To approve and recommend that the City Council waive the reading and adopt the attached resolutions."

City Council:

1. "To waive the reading and approve and adopt the attached resolutions."

Appendix A: Consultant Procurement Summary

Engineering Services for City of Burlington Outfall Improvement Projects

Water Resources issued a Request for Statements of Qualifications (RFQ) on February 12, 2021 for qualified consultants to assist with condition assessments and engineering tasks associated with the City of Burlington Outfall Improvement Projects. An RFQ was drafted, approved by the Attorney's Office and posted on both the City RFP and State construction websites. There were six SOQs received and four technical staff members at Water Resources ranked the SOQs based on technical capacity of the consulting team. Below are the consultants that provided SOQs for review:

Consultants
AES Northeast
D&K
Stantec
VHB
Weston & Sampson
Wright-Pierce

Based on the ranking criteria, the Vanasse Hangen Brustlin, Inc. ("VHB") proposal was ranked the highest. VHB is a well-qualified engineering team with experience on similar projects. It is the staff's recommendation to award contracts to VHB for condition assessments and engineering tasks associated with the City of Burlington Outfall Improvement Projects. We anticipate additional engineering service amendment will be issued to VHB for more Outfall Improvement Projects. The CWSRF program allows engineering contracts to generally be amended for up to 5 years.

City of Burlington
Department of Public Works
Water Resources Division
235 Penny Lane
Burlington, VT 05401



Chapin Spencer
Public Works Director

Megan J. Moir
Asst. Director of Water Resources

REQUEST FOR QUALIFICATIONS IN ENGINEERING SERVICES FOR CITY OF BURLINGTON OUTFALL IMPROVEMENT PROJECTS

Date of Issuance: Friday February 12, 2021

Issued by: City of Burlington Department of Public Works
Water Resources Division

Due Date for Questions: Friday, February 26, 2021

Due Date for Statement of Qualifications: Friday March 5, 2021 4:00 PM

Project Contact: Kate Komorowski, Water Resources Engineer
kkomorowski@burlingtonvt.gov
(802) 233-0022

Request for Qualifications

Engineering Services for the City of Burlington Outfall Improvement Projects

I. Overview

The City of Burlington (“City”) Department of Public Works Water Resources Division issues this Request for Qualifications, seeking qualified engineering firms to assist with condition assessment and engineering tasks associated with the City of Burlington Outfall Improvement Projects (“Projects”).

Interested firms should submit Statements of Qualifications (“SOQ”) detailing the firms’ qualifications, technical expertise, management and staffing capabilities, references, and related prior experience. Required professional services will include but are not limited to condition and safety assessment of existing structures (including geotechnical assessments related to overall slope stability), hydrologic/hydraulic modeling, planning, preliminary engineering, design and construction-related services.

The proposed Projects may be undertaken using loan financing from the Vermont Clean Water State Revolving Fund (“CWSRF”) and all work shall be performed in accordance with the requirements of the CWSRF program and the regulations issued by such agencies and the State of Vermont. The project will utilize EJCDC documents.

II. Background

On November 6, 2018, the City passed a Bond Vote for the Clean Water Resiliency Plan. The plan includes approximately \$10 million of investments for stormwater infrastructure improvements.

The improvements include planning, final design and construction of a diverse array of new green infrastructure, repair of existing failing stormwater outfalls and rehabilitation of stormwater pipes. Proposed projects are itemized in the Board of Finance Memorandum dated September 5, 2018 located here:

<http://www.burlingtonvt.gov/sites/default/files/bof%20memo.pdf>

Over the last several years, under the Clean Water Resiliency Plan, the City has developed an asset management program for the strategic repair of damaged or eroding stormwater outfalls. As part of the previous Stormwater Outfall Assessment Project, 22 damaged or eroding City outfalls were reviewed, rated for risk and consequence of failure and placed on a priority list. Improvements for the top three critical outfalls were evaluated and progressed. The City of Burlington Outfall Improvement Projects described herein will be phased. Please note that work on Priority Group 1 is currently underway, and therefore not subject to this request.

- Phase 1 – Priority Group 2 will include development of a PER, design and construction for the second group of priority outfalls identified in the previously developed priority list.

- Phase 2 – Priority Group 3 will include the assessment of all 260+ stormwater outfalls within the City, developing a risk-based prioritization list from the findings and identifying a third group of critical outfalls needing immediate or midterm repair from the list. Phase 2 also includes the development of a PER, design and construction for the identified and agreed to Priority Group 3.

The Phase 1 - Priority Group 2 critical outfalls will likely include, but are not be limited to, the following six (6) outfalls: WR7, WR11, IV7, LC14, LC48 and WR28. Below are the conceptual design narratives developed in the Stormwater Outfall Assessment Project.

Conceptual Design	
Outfall	Design Narrative
WR 7 Riverside Avenue	The system outfalls near the top of a steep slope as a result there is a severely eroded gully to the outlet at the Winooski River. This erosion has resulted in instability of the embankment which could endanger the structure at the top of the slope. The repair will consist of adding closed drainage to relocate the outfall further down the slope to an area that is not as steep. This will result in reduced velocities in the channel and reduce the likelihood of additional failures. The existing gully will be cleared of existing debris and filled. Due to the steep slopes and adjacent Hazardous Sites infiltration is not feasible. It may be possible to combine this closed drainage system with the closed drainage system along Intervale Road to eliminate this discharge point. Additional drainage analysis would be required to determine how much additional runoff would enter the Intervale Road system and determine if the system has the capacity to receive the additional runoff. Geotechnical repair for this area could consist of slope reconstruction with either rip-rap or granular borrow. The existing geotechnical evaluation completed for this outfall area can be obtained upon request. Additional geotechnical exploration and engineering analysis will be required.
WR 11 Riverside Avenue	The outfall Pipe is located at the bottom of the steep slope. The outfall area is severely eroded and compromising the stability of a downstream pedestrian bridge. The proposed solution for this area involves regrading and stabilizing the outfall area and channel to the Winooski River. Although the existing CMP does has not failed it is nearing the end of its useful life. The pipe should also be replaced. There is an outfall from the parking lot that is out letting above WR11.0 and causing an eroded channel above the pipe. This area should also be stabilized.
IV 7 North Avenue	The outlet area is stable in the area where stone fill was originally placed. Downstream of the existing stone the channel is heavily incised and compromising the toe of the steep embankment with residences at the top. A possible solution is to realign the outfall channel away from the toe and stabilize. Stabilization measures will be determined based on velocities in preliminary design. For conceptual it is assumed stone fill will be required.

	Since the outfall is in the area of steep embankments infiltration practices would not be recommended. Geotechnical repair for this area could consist of a stone buttress at the toe of slope. Additional geotechnical exploration and engineering analysis will be required.
LC14& LC48 Burlington High School	The concrete energy dissipator has failed. The outlets upstream have caused significant erosion around the structure and partially exposed the 12" RCP. The proposed fix is to remove the concrete structure and part of the 12" RCP then regrade and stabilize the channel. The systems contributing to this outfall are on the border of Type A and Type D soils based on the NRCS data. There may be an opportunity to infiltrate to reduce flows but further soil investigation will be necessary.
WR28 Moore Drive	WR28.0 outlets near the top of a steep slope. This has resulted in severe erosion that has left about 10' of the pipe exposed and threatens the lawn areas at the top of the slope. The proposed solution is to install a drainage manhole with a large drop to allow for the pipe to outlet lower on the slope to a flatter area. Given that the soils in the area are HSG A there could be potential for an infiltration area under Moore Drive. This could be an infiltration trench between the existing closed drainage inlets and the drainage manhole that would allow for 90' of trench length. Given the small drainage area to this outlet, an infiltration area could result in significant flow reduction to the outlet.

Qualified firms shall demonstrate knowledge and experience in, but not limited to, the technical topics below and as described herein.

- Asset management / risk-based prioritization
- Engineering & Design
 - o Outfall assessment and repair
 - o Drainage system design and improvements
 - o Hydrologic/Hydraulic modeling
 - o Geotechnical engineering focused on slope/soil stability, erosion issues, stormwater runoff and groundwater migration
 - o Slope repair and stabilization
 - o Channel design and stabilization
 - o Bioengineering of slopes and channels
 - o Green Stormwater Infrastructure ("GSI") design including but not limited to infiltration systems
 - o Experience with Vermont Department of Environmental Conservation (DEC) Water Investment Division (WID) requirements for design and construction.
 - o Experience with Clean Water State Revolving Fund (CWSRF) Projects
 - o Other typical stormwater components or subject matters that could become critical for Burlington. Firms can show qualifications for this broad item by demonstrating experience working on other stormwater outfall improvements.

III. Project Tasks and Schedule

The Project shall adhere to all local, State and funding agency regulations and requirements. An Engineering Service Agreements (“ESA”) will be developed for each step of the CWSRF program. Tasks for the Project include but are not limited to the following:

- Step 1 – Planning and Preliminary Engineering
 - o Project kickoff meetings
 - o Assist City in obtaining a CWSRF Step I Planning Loans.
 - o Review and provide recommendations for updates (if applicable) to existing outfall condition assessment tool.
 - o Conduct site visits to the priority outfalls, review and provide updated risk of failure and consequence condition assessment. Evaluate and document existing conditions. Gather any additional field data needed for preliminary engineering.
 - o Conduct site visits to all City outfalls (260+) and provide complete updated condition assessment reports for each (assess risk of failure and consequence of failure) Collect and provide data which can be integrated into the City’s asset management software VUEWORKS. (Phase 2)
 - o Provide a risk-based prioritization list of all City outfalls utilizing condition assessment data gathered (Phase 2)
 - o Identify the third group of priority outfalls based on the condition assessments and resultant risk-based prioritization list. (Phase 2)
 - o Advise the City of any need to obtain, furnish, or otherwise make available additional project-related data and information, including but not limited to geotechnical evaluation needs, wetland delineation, etc. Provide services or hire subconsultants to conduct required evaluations (as applicable).
 - o Assist with the state wetland permitting program, if applicable.
 - o Develop Preliminary Engineering Reports (“PER”)
 - Phase 1 Priority Group 2
 - Develop a PER for the six (6) outfalls identified Priority Group 2
 - o Review any applicable outfall improvement alternatives presented in the “City Stormwater Outfall Assessment Report”.
 - Phase 2 Priority Group 3
 - Develop a PER for the third group of priority outfalls identified and agreed to from risk-based prioritization list
 - o Prepare and transmit submittals for 30%, 60% and 90% draft PER to all associated parties. Attend and participate in associated, corresponding planning meetings.
 - o Respond to City and State 90% review comments and make changes as requested. Attend and participate in associated, corresponding meetings.
 - o Prepare and submit Final PERs.
 - o Prepare an Environmental Information Document (“EID”) to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact (“FONSI”) in accordance with the National Environmental Policy Act.

Including warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

- o Assist with public notifications and hearings.
 - o Assist with bonding process.
- Step 2 – Final Design Phase
 - o Assist City in obtaining a CWSRF Step II Final Design Loans.
 - o Prepare final design plans, specifications and contract documents.
 - o Attend and participate in 30%, 60% and 90% complete CWSRF design meetings. Revise and address comments.
 - o Coordinate with permit specialist. Submit 90% plans for any necessary local, state or federal permits before finalization of deliverables. Ensure permit compliance.
 - o Submit the following deliverables to the City:
 - Meeting agendas, submittals, minutes & draft construction documents
 - Final Design Plans
 - 30% Preliminary Alignments, Layouts, Hydraulic Profiles, Standard Notes
 - 60% Profiles, Elevations, Completed Alignments, Layouts, and Hydraulic Profiles, Standard Details
 - 90% Final Profiles, Elevations, Alignments, Layouts, and all Details.
 - Final stamped and signed by a Vermont Registered Professional Engineer
 - Preparation of Temporary and Permanent Easement Drawings and Document
 - Technical Specifications
 - 30% Table of Contents
 - 60% Standard Technical Specifications
 - 90% Specialty Technical Specifications
 - Final stamped and signed by a Vermont Registered Professional Engineer
 - Contract Documents
 - 90% Draft EJCDC Front End Documents
 - Final, documents ready to bid, complete with dates for meetings and bids coordinated and accepted by the WID Construction Engineer.
 - Project Cost Summary
 - o Obtain Disadvantaged Business Enterprise (“DBE”) list for Notification 30-days prior to Bid Advertisement Date.
 - o Preparation of Construction Phase Schedule
- Step 3 – Construction
 - o Assist City in obtaining a CWSRF Step III Construction Loans.
 - o Comply with CWSRF program requirements, including EPA mandates, such as American Iron and Steel, Davis Bacon and Related Acts, and Disadvantaged

- Business Enterprise rules.
- o Bid services, including but not limited to:
 - Assistance with DBE notification,
 - Official bid advertisement,
 - Prebid meeting,
 - Addendum preparation,
 - Title easement certification,
 - Attend bid opening,
 - Certified bid tabulation, and
 - Review bids and provide recommendation of award
 - Contract award.
 - o Construction Administration Services, including but not limited to:
 - Preconstruction meeting.
 - Development of a project schedule.
 - Monthly progress meetings and preparation of meeting minutes.
 - Review and respond to requests for information.
 - Review and approval of submittals.
 - Review and submit partial pay estimates and certified payrolls.
 - Review and approval of project field orders.
 - Draft change orders and small purchases for City and funding approval eligibility and determination.
 - Submit payment requests.
 - Complete Annual DBE Report (due Sept. 30) and Final DBE Reports (due within 30 days of Final Completion)
 - Assist with annual Single Audit Requirement
 - o Construction Oversight Services
 - o Substantial completion walkthrough
 - o Development of project punch list. Review and oversight of punch list corrections.
 - o Develop substantial completion certificate
 - o Final completion walkthrough
 - o Project close-out assistance.
 - o Prepare O&M and record drawings.
 - o Provide 11 Month Warranty Inspection
 - o Submit 1 Year Performance Letter

The City has developed a draft schedule and is requesting that firms demonstrate an understanding for the following schedule as part of the SOQ submittal:

Date	Milestone
4:00 PM March 5, 2021	Statement of Qualification Submittals Due
March 2021	Statement of Qualifications Review Completed by City
April 2021	Draft Step 1 Phase 1 and 2 Planning Agreements, Loan Application, DEC Coordination

September 2021	Step 1 Phase 1 - Final PER Complete
October 2021	Draft Step 2 Phase 1 Final Design Agreement, Loan Application, DEC Coordination
February 2022	Step 2 Phase 1 Final Design Complete
March 2022	Draft Step 3 Phase 1 Construction Agreement, Loan Application, DEC Coordination
April 2022	Step 3 Phase 1 Commence Bidding
May 2022	Step 3 Phase 1 Commence Construction
May 2022	Step 1 Phase 2 Condition Assessment of All Outfalls, Prioritization List and Recommendations for Priority Group 3 Complete.
August 2022	Step 1 Phase 2 - Final PER Complete
September 2021	Draft Step 2 Phase 2 Final Design Agreement, Loan Application, DEC Coordination
October 2022	Step 3 Phase 1 Construction Complete
February 2023	Step 2 Phase 2 Final Design Complete
March 2023	Draft Step 3 Phase 1 Construction Agreement, Loan Application, DEC Coordination
April 2023	Step 3 Phase 1 Commence Bidding
May 2023	Step 3 Phase 1 Commence Construction
October 2022	Step 3 Phase 1 Construction Complete

IV. Procurement Process

Procurement of said services will be in accordance with elements of the procurement process in 40 U.S.C. § 1101-1104.

All interested firms must take note that the proposed project(s) may be undertaken with a variety of Federal and state funds and that all work will be performed in accordance with the regulations issued by such agencies and the State of Vermont pertaining thereto.

V. Submission Requirements

SOQ Format. Qualified firms/candidates interested in being considered for this project should submit a narrative proposal SOQ that best reflects their ability to provide the requested services. All SOQ submittals shall be clear, concise, and allow the City to efficiently evaluate the qualifications of the submitting firm. All SOQ submissions must be submitted electronically in a single PDF. The SOQ PDF shall include page numbers and the following components:

- A letter of interest with a summary of the applicant's understanding of the proposed work and general approach. Include the point of contact, business name, address, and telephone number of the submitting firm with a subject line: "Statement of Qualifications - Outfall Improvement Projects". The letter shall be signed by an authorized representative for the submitting firm.
- A detailed statement of qualifications of the participating firm detailing the firms'

technical expertise, management and staffing capabilities. Include a description of the firm's ability to provide the skills required for the work. Include a list of individuals (including sub-consultants) who would be assigned to provide services, along with their titles, professional qualifications, expected duties, technical capacity to complete their duties, and a description of the experience of the staff persons with projects involving the specific technical tasks described herein. The proposals will be evaluated and awarded based on the personnel projected in the SOQ. Should the awarded consultant propose any substitutions to the project personnel, they must submit a letter to the City requesting approval of such changes prior to utilization.

- Contact information for three or more professional references from relevant projects (please include contact name, address, phone number, project description, and project cost).
- A list of related prior experience in similar projects, including the client, project scope, complexity, similarities to the scope of the Outfall Improvement Projects described herein. Note any proposed team members who worked on these projects. Include the project duration and costs.
- Any other information the firm finds important.

Do not submit a scope of work or cost proposal at this time. A detailed scope of work will be requested after the most qualified firm is selected. A detailed cost proposal (fee) will be requested after the most qualified firm is selected.

Deadline for Receipt of Qualifications. SOQ's must be received at the address and by the point of contact no later than 4 PM Friday March 5, 2021. The email time stamp shall be the official time of receipt. Late replies will not be accepted under any circumstances. SOQ's must be submitted by e-mail in a single PDF file as described above to:

Kate Komorowski
Water Resources Engineer
Burlington Department of Public Works
kkomorowski@burlingtonvt.gov

The subject line of the e-mail of the e-mail should state: "Statement of Qualifications - City of Burlington Outfall Improvement Projects." It is the responsibility of the participating firm to ensure that the point of contact has received a completed SOQ by the required deadline.

Questions. Questions and requests for clarification relating to this RFQ may be made to the above-described contact person. Only e-mail communication will be accepted. All questions and requests for clarification must be received by 4:00 PM Friday February 26, 2021. Questions will be posted via addendum online at the City's RFP site (<http://burlingtonvt.gov/RFP/>). It is the responsibility of participating firms to review the RFP website to ascertain whether any amendments have been made prior to submission of a SOQ. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ.

VI. Selection Process

The City Selection Committee (“SC”) will include a minimum of three members of the City Department of Public Works Water Resources Team. The SC will evaluate the SOQs, performance data and other material submitted by interested consultants based on the Criteria for Selection below. The SC will then select a minimum of three firms which, in the City’s opinion, are best qualified to perform the desired services. If necessary, interviews with each firm selected will be conducted, which may include discussions regarding anticipated concepts and proposed methods of approach. The City will rank, in order of preference, these professional engineering firms deemed to be most highly qualified to provide the services required, and will commence scope of services and price negotiations with the highest qualified consultants. If a scope of work and fee cannot be agreed upon within a reasonable time, negotiations with the top-ranked firm will be concluded and negotiations with the second- ranked firm will be initiated. If a satisfactory contract is not worked out with this firm, then this procedure will be continued until a mutually satisfactory contract is negotiated. Consultants are deemed qualified to perform work through the duration of the Outfall Improvements projects.

VII. Criteria for Selection

The following criteria, as a minimum, will be used to evaluate and rank qualifications:

Review Criteria	Weight	Maximum Points	Weighted Points
Understanding of Scope of Work	4	5	20
Experience of Proposed Staff with Similar Projects	5	5	25
Availability and Depth of Technical Qualifications of Proposed Staff	4	5	20
Knowledge of the Project Area/ Similar Project Area	3	5	15
Evidence of Ability to Meet Schedule and Budgets	3	5	15
Clarity and Quality of Proposal	1	5	5
TOTAL			100

VIII. Terms and Conditions

Contract Requirements. The selected firm shall be prepared to enter into an agreement with the City in the manner proposed, and under the terms provided by the City. The City expects that per CWSRF guidelines, the form of the agreement will be based on the Engineers Joint Contract Documents Committee (“EJCDC”) standard documents. Supplementary conditions will be included to modify the EJCDC documents to comply with CWSRF and City requirements.

All proposers should familiarize themselves with and be ready to execute a Vermont Department of Conservation Water Investment Division approved Engineering Services Agreement. The City reserves the right to alter or amend any or all provisions in the project contract.

Costs Associated with Proposal. Any costs or expenses incurred by a participating or non-participating firm in preparing, submitting, or presenting a SOQ are the sole responsibility of that firm. The City will not reimburse any person for any costs incurred as a result of the preparation of SOQ's in response to this RFQ.

Intent and Purpose. It is the intent of this Request for Qualifications to obtain services from qualified entities and not to prohibit or discourage prospective firms from submitting a SOQ. However, all participating firms are advised that any substantial deviations from the specifications of this Request for Qualifications may not be accepted. Further, this Request for Qualifications in no way obligates the City to award a contract. No negotiation will take place until the selection of the most qualified firm has been completed.

Compliance with Law. Participating firms are required to submit SOQ's and perform services in accordance with applicable local, state, and federal laws and regulations. Participating firms are further advised that compliance with the City of Burlington's Livable Wage Ordinance, Union Deterrence Ordinance, and Outsourcing Ordinance is required in order to qualify to perform the services described in this Request for Qualifications.

City Reservations. The City reserves the right to reject any and all SOQs received as a result of this solicitation, to waive any irregularities in any submittal, to waive any formality or technicality, to negotiate with any qualified source, to cancel in part or in its entirety this RFQ, or to issue additional Requests for Qualifications. The City also reserves the right to modify, amend, alter, revise, or terminate the Request for Qualifications or the criteria for selection of qualified firms without notice. The City further reserves the right to request clarification of information submitted and to request additional information from any participating firm. All decisions made by the City related to this Request for Qualifications will be final.

Future Work. The City reserves the right to request proposals for additional phases of work from the same consultant, to issue new RFQs/RFPs and award that future phase of work to a different consultant/consultant team as benefits the City, or to extend the contract which results from this RFQ.

Public Records. All SOQ's will become the property of the City upon submission and will become public documents subject to public disclosure under the Vermont Access to Public Records Act. Due regard will be given for the protection of proprietary information contained in all SOQ's received. However, it is not sufficient for participating firms to merely state generally that a SOQ is proprietary in nature and not subject to the release to third parties. Those particular pages or sections of the SOQ that are asserted as proprietary and of a trade secret nature must be specifically identified and must be separated from other sections or pages of the SOQ. The City will consider said information in responding to a public records request but does not guarantee that information will not ultimately be subject to public disclosure.

City Livable Wage Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Livable Wage Ordinance, which can be found at B.C.O. § 21-80 et seq.

City Union Deterrence Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Union Deterrence Ordinance, which can be found at B.C.O. § 21-100 et seq.

City Outsourcing Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Outsourcing Ordinance, which can be found at B.C.O. § 21-90.

Equal Opportunity. The selection of consultants shall be made without regard to race, color, sex, sexual orientation, gender expression, age, religion, national origin or political affiliation. The City is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

IX. Appeal Process

Any person aggrieved by the City's awarding of a contract under this Request for Qualifications, that person may appeal the decision of the City in writing to the President of the Burlington City Council, at City Hall, 149 Church Street, Burlington, Vermont, 05404. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the City is final.

X. Attachments:

- City Stormwater Outfall Assessment Report

Appendix B:

Stormwater Outfall Improvement Projects
Draft Engineering Services Agreement Scopes of Work

Scope of Services for the Critical Outfall Priority Groups 1-3:

Critical Outfall Priority Group 1, Step 1: Planning/Preliminary Design

Work under this phase will include preparation of a Preliminary Engineering Report (PER) during the Planning/Preliminary Design Phase for the critical outfall WR7 (Asset ID TO-0097) only.

Task 110: Project Initiation, Site Visit, and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 1 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls, the Geotechnical Engineering Report, 505 Riverside Avenue Slope – Phase 1A dated 2018, the City Stormwater outfall Assessment Report dated March 21, 2019, applicable sections of the FY20 Slope Inspections Report, and other relevant available information. The Consultant will develop a safety plan, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will conduct a site visit at 505 Riverside Avenue.

Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task.

Task 120: Topographic Survey and Base Information

The Consultant will perform field survey and related tasks to develop a Topographic Survey of the Group 1 Project limits. VHB will produce a base plan of the current Project conditions in AutoCAD format depicting site features, existing utilities, and one-foot contour lines. The horizontal datum will be referenced to the Vermont State Plane Coordinate System NAD83(2011) and the vertical datum will be referenced to NAVD88. This task includes the following:

- › Topographic Survey: the survey area will be comprised of approximately six (6) acres total area. The survey will include the locations of such features as: top and bottom of slopes, drainage channels, stone outfall protection, roadway and driveway locations, buildings, curb locations, tree lines, fences, wetland delineations, and other relevant features. Contour data will be supplemented with available aerial topography.
- › Quality Level C (QL-C) - Utility Record Survey & Physical Survey: VHB will perform Quality Level D (QL-D) research at the public and private utility agencies servicing the area. Existing record utilities such as gas, water, cable, etc. will be shown on the base plan from these record drawings, surface observable evidence collected during the topographic survey (such as gate valves or hydrants and any utility paint markings). Underground drain and sewer lines will be field located where observed. Invert elevations, pipe size, pipe type, and direction of flow will be field located, where accessible. Additional drain and sewer structures outside of the topographic survey area will also be included in the underground utility survey.
- › A minimum of 3 horizontal survey control points and 2 vertical benchmarks will be installed for future use by a construction contractor.

- › Approximate existing Right-of-Way and property lines will be included based on best available parcel mapping information.
- › The natural resource delineations of Task 140 below will be incorporated into the existing conditions plans upon completion of the field work associated with that task.

Task 130: Geotechnical Analysis by Sanborn Head

VHB will subcontract with Sanborn, Head & Associates for the below scope of services:

- › Desktop Study and Project Scoping
 - Perform a site visit to review conditions
 - Review available subsurface data and previous reports.
 - Develop geotechnical exploration and analysis scope
- › Utility Clearance and Coordination
 - Mark out proposed boring locations and notify DigSafe
 - Coordinate with drilling subcontractor, property owner, and City.
- › Subsurface Exploration Program
 - Subcontract driller to advance one (1) test boring at the crest of the slope to a depth between 60 and 100 feet bgs and install groundwater monitoring well.
 - Collect undisturbed clay samples
 - Perform hand auger borings on slope face in vicinity of Outfall WR7 and erosion features.
- › Laboratory Analysis
 - Perform advanced laboratory testing on undisturbed clay samples to determine clay strength parameters
- › Slope Stability Analysis
 - Model existing slope based on obtained subsurface data and topographic survey
 - Evaluate existing and proposed conditions for factor of safety for global stability
- › Geotechnical Engineering Report
 - Prepare a Geotechnical Engineering Report that summarizes our subsurface exploration program, laboratory program, and slope stability analyses.
 - Provide geotechnical engineering recommendations regarding the different proposed repair options and for design and construction of the chosen repair.
- › Project Meetings and Supplemental Recommendations
 - Participate in design team meetings with Client and City and provide supplemental recommendations, if needed.

Task 140: Natural Resource Assessment and Environmental Information Document (EID)

The Consultant will conduct a detailed wetland and waters delineation within the Priority Group 1 project area in Spring / Summer of 2024. Wetland delineations will be conducted according to the technical criteria contained in the United States Army Corps of Engineers (“USACE”) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region; streams will be delineated using the methodologies in the Vermont Agency of Natural

Resources' Guidance for Agency Act 250 and Section 248 Comments Regarding Riparian Buffers. Resource boundaries will be flagged, USACE data (vegetation, soils, and hydrology) will be collected, wetland functions and values will be assessed, physical stream parameters will be assessed, and resources will be photo-documented. Any existing culverted sections of delineated streams will be field mapped (as observable/accessible), to include type, size and location of culvert inlets and outlets as they connect with adjacent stream segments. Proposed wetland classifications under the current Vermont Department of Environmental Conservation ("DEC") Vermont Wetland Rules ("VWR") will be assessed, and VHB assumes that any prior wetland delineations or VWR determinations on the tract are expired or not applicable. Coincident with wetland/waters delineation work, the Consultant will conduct a survey for potential vernal pools within the Study Area. The survey will identify potential areas that may meet the criteria defined by the USACE, New England District definition of vernal pool fauna, combined with the VT Natural Heritage Inventory ("NHI") parameters. If present, potential vernal pool limits will be flagged and GPS-located, and the pertinent data collected to describe abiotic features of the pool and surrounding envelope. Since fieldwork would fall outside of the appropriate Spring survey season (typically, March to late May in most years), subsequent detailed confirmation surveys may be required. The Consultant assumes the potential presence of vernal pools is low, and delineation fieldwork can be completed by a two-person team in two days. Due to GPS receiver accuracy challenges associated with work at steep slopes and in areas of overhead obstructions, the Consultant will use a total station survey instrument to locate the delineation flagging and the estimated extent of sedimentation.

Rare, Threatened, and Endangered Species

The Consultant will conduct a Natural Heritage Inventory ("NHI") 1-mile database review of Vermont natural heritage Element Occurrences ("EO") for RTE plants, and Rare and Irreplaceable Natural Areas ("RINA"), as well as a U.S. Fish and Wildlife Service ("USFWS") database review for federal listed species. VHB will conduct a targeted search of suitable habitats for any listed Threatened or Endangered (Vermont or Federally listed) plant species which could occur within the Project Area, or otherwise rare species known from the site, during the wetlands/waters delineation. The Consultant assumes the survey can be completed within one survey window period (assumed to be September 2021), and not require multiple surveys over different survey windows. Following the survey, if Rare, Threatened, and Endangered ("RTE") plants have been identified on site, VHB will provide an electronic mail to the Agency of Natural Resources ("ANR") Botanist to summarize the findings and determine if a site visit is necessary. This task does not include additional coordination with ANR, including a site visit or any further development of impact avoidance or minimization measures for identified plants. The survey does not include those for protected animal species. The plant survey assumes developed, disturbed, or maintained areas will not require survey. The Consultant assumes that no Necessary Wildlife Habitat is present within the Project areas.

Environmental Information Document

The Consultant will prepare an Environmental Information Document ("EID") to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact ("FONSI") in accordance with the National Environmental Policy Act. The Consultant will assist the City in conducting a warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

Task 150: Preliminary Engineering Report (PER)

The Consultant will develop a single PER document for Priority Group 1 outfalls with draft submittals at 30%, 60%, and 90% completion. The PER will include the following seven sections and appendices:

1. Project Planning
2. Existing Facilities

3. Need for Project
4. Alternatives Considered
5. Selection of an Alternative
6. Recommended Project
7. Conclusions

The PER will be developed in phases as field investigation is completed and data becomes available. It is anticipated that sections 1 through 3 will be developed at 30%, section 4 will be developed at 60%, and the remaining section 5 through 7 will be completed at 90%. Alternatives considered will include alternatives from the “City Stormwater Outfall Assessment Report” as well as up to three alternatives developed by the Consultant per outfall location. Engineering Plans will be developed to approximately 30% design level. Comments received from the City and DEC at the 90% submittal will be incorporated into a Final PER.

Task 160: WR 7.0 Environmental Due Diligence Desktop Review

To support the evaluation of WR 7.0 Options 1 and 2, the Consultant will perform an Environmental Due Diligence Desktop Review (“Desktop Review”) of the WR 7.0 project area and its immediate surroundings to identify potential locations where existing soil or groundwater contamination may be present and where special contaminant management plans may be needed during construction. The Desktop Review will include review of existing environmental investigation reports for state listed hazardous sites in the area, as well as an environmental records search to check federal and state environmental databases within specific search radii of the Project Area. No soil sampling or testing is proposed during the Desktop Review. This Desktop Review is not intended to replace analytical confirmatory data, but instead is to serve as a preliminary evaluation of how the Project Area may have potentially been adversely impacted by contamination. A technical memorandum (memo) will be developed and attached to the PER to document the Desktop Review. The memo will include an environmental engineer’s professional opinion regarding the possibility of encountering contaminated material during construction and methods that should be considered to proactively consider special material management protocols or limited pre-characterization efforts (if warranted), prior to construction.

Task 170: Meetings

The Consultant will attend five (5) meetings to include the following:

1. Meeting with the City to evaluate scoring matrix/assessment methods to be applied to Group 1, 2, and 3 tasks.
2. Initial meeting with DEC to discuss project scope and funding source.
3. 30% PER planning meeting with the City and DEC.
4. 60% PER planning meeting with the City and DEC.
5. 90% PER planning meeting with the City and DEC.

Monthly coordination meetings for Phases 1, 2, and 3 tasks will occur concurrently and are carried under Task 350.

Critical Outfall Priority Group 2, Step 1: Planning/Preliminary Design

Work under this phase will include preparation of a Preliminary Engineering Report (PER) during the Planning/Preliminary Design Phase for the critical outfall WR11 (Asset ID TO-0104) and IV5 (Asset ID TO-0022).

Task 210: Project Initiation, Site Visits, and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 2 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls, the City Stormwater outfall Assessment Report dated March 21, 2019, applicable sections of the FY20 Slope Inspections Report, and other relevant available information. The Consultant will develop a safety plan for site visits, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will conduct site visits at both Priority Group 2 outfalls. Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task.

Task 220: Existing Conditions Survey

The Consultant will perform field survey and related tasks to develop a Topographic Survey of the Group 2 Project limits. VHB will produce a base plan of the current Project conditions in AutoCAD format depicting site features, existing utilities, and one-foot contour lines. The horizontal datum will be referenced to the Vermont State Plane Coordinate System NAD83(2011) and the vertical datum will be referenced to NAVD88. This task includes the following:

- › Topographic Survey: the survey area will be comprised of approximately three (3) acres total area. The survey will include the locations of such features as: top and bottom of slopes, drainage channels, stone outfall protection, roadway and driveway locations, buildings, curb locations, tree lines, fences, wetland delineations, and other relevant features. Contour data will be supplemented with available aerial topography.
- › Quality Level C (QL-C) - Utility Record Survey & Physical Survey: VHB will perform Quality Level D (QL-D) research at the public and private utility agencies servicing the area. Existing record utilities such as gas, water, cable, etc. will be shown on the base plan from these record drawings, surface observable evidence collected during the topographic survey (such as gate valves or hydrants and any utility paint markings). Underground drain and sewer lines will be field located where observed. Invert elevations, pipe size, pipe type, and direction of flow will be field located, where accessible. Additional drain and sewer structures outside of the topographic survey area will also be included in the underground utility survey.
- › A minimum of 3 horizontal survey control points and 2 vertical benchmarks will be installed for future use by a construction contractor.
- › Approximate existing Right-of-Way and property lines will be included based on best available parcel mapping information.
- › The natural resource delineations of Task 240 below will be incorporated into the existing conditions plans upon completion of the field work associated with that task.

Task 230: Geotechnical Analysis by Sanborn Head

VHB will subcontract with Sanborn, Head & Associates for the below scope of services:

- › Desktop Study and Project Scoping
 - Perform a site visit to review conditions
 - Review available subsurface data and previous reports.
 - Develop geotechnical exploration and analysis scope
- › Utility Clearance and Coordination
 - Mark out proposed boring locations and notify DigSafe
 - Coordinate with drilling subcontractor, property owner, and City.
- › Subsurface Exploration Program
 - Subcontract driller to advance one (1) test boring at the crest of the slope (near WR11) to a depth between 60 and 100 feet bgs and install groundwater monitoring well.
 - Perform hand auger borings on slope face in vicinity of Outfall WR11 and erosion features.
 - Perform hand augers in vicinity of Outfall IV5 to determine depth of bedrock.
- › Laboratory Analysis
 - Perform up to four (4) sieve analyses and four (4) Atterberg Limits tests on soil samples from borings.
- › Slope Stability Analysis
 - Model existing slope (at Outfall WR11) based on obtained subsurface data and topographic survey
 - Evaluate existing and proposed conditions for factor of safety for global stability
- › Geotechnical Engineering Report
 - Prepare a Geotechnical Engineering Report that summarizes our subsurface exploration program, laboratory program, and slope stability analyses.
 - Provide geotechnical engineering recommendations regarding the different proposed repair options and for design and construction of the proposed repair.
- › Project Meetings and Supplemental Recommendations
 - Participate in design team meetings with Client and City and provide supplemental recommendations, if needed.

Task 240: Natural Resource Assessment and Environmental Information Document (EID)

The Consultant will conduct a detailed wetland and waters delineation within Priority Group 2 project areas in Spring / Summer of 2024. Wetland delineations will be conducted according to the technical criteria contained in the United States Army Corps of Engineers (“USACE”) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region; streams will be delineated using the methodologies in the Vermont Agency of Natural Resources’ Guidance for Agency Act 250 and Section 248 Comments Regarding Riparian Buffers. Resource boundaries will be flagged, USACE data (vegetation, soils, and hydrology) will be collected, wetland functions and values will be assessed, physical stream parameters will be assessed, and resources will be photo-documented. Any existing culverted sections of delineated streams will be field mapped (as observable/accessible), to include type, size and location of culvert inlets and outlets as they connect with adjacent stream segments. Proposed wetland classifications under the current Vermont Department of Environmental Conservation (“DEC”) Vermont Wetland Rules (“VWR”) will be assessed, and VHB assumes that any prior wetland delineations or VWR determinations on the tract are expired or not applicable. Coincident with wetland/waters delineation work, the Consultant will conduct a survey for potential vernal pools within the Study Area. The survey will

identify potential areas that may meet the criteria defined by the USACE, New England District definition of vernal pool fauna, combined with the VT Natural Heritage Inventory (“NHI”) parameters. If present, potential vernal pool limits will be flagged and GPS-located, and the pertinent data collected to describe abiotic features of the pool and surrounding envelope. Since fieldwork would fall outside of the appropriate Spring survey season (typically, March to late May in most years), subsequent detailed confirmation surveys may be required. The Consultant assumes the potential presence of vernal pools is low, and delineation fieldwork can be completed by a two-person team in two days. Due to GPS receiver accuracy challenges associated with work at steep slopes and in areas of overhead obstructions, the Consultant will use a total station survey instrument to locate the delineation flagging and the estimated extent of sedimentation.

Rare, Threatened, and Endangered Species

The Consultant will conduct a Natural Heritage Inventory (“NHI”) 1-mile database review of Vermont natural heritage Element Occurrences (“EO”) for RTE plants, and Rare and Irreplaceable Natural Areas (“RINA”), as well as a U.S. Fish and Wildlife Service (“USFWS”) database review for federal listed species. VHB will conduct a targeted search of suitable habitats for any listed Threatened or Endangered (Vermont or Federally listed) plant species which could occur within the Project Area, or otherwise rare species known from the site, during the wetlands/waters delineation. The Consultant assumes the survey can be completed within one survey window period (assumed to be September 2021), and not require multiple surveys over different survey windows. Following the survey, if Rare, Threatened, and Endangered (“RTE”) plants have been identified on site, VHB will provide an electronic mail to the Agency of Natural Resources (“ANR”) Botanist to summarize the findings and determine if a site visit is necessary. This task does not include additional coordination with ANR, including a site visit or any further development of impact avoidance or minimization measures for identified plants. The survey does not include those for protected animal species. The plant survey assumes developed, disturbed, or maintained areas will not require survey. The Consultant assumes that no Necessary Wildlife Habitat is present within the Project areas.

Environmental Information Document

The Consultant will prepare an Environmental Information Document (“EID”) to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact (“FONSI”) in accordance with the National Environmental Policy Act. The Consultant will assist the City in conducting a warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

Task 250: Preliminary Engineering Report (PER)

The Consultant will develop a single PER document for Priority Group 2 outfalls with draft submittals at 30%, 60%, and 90% completion. The PER will include the following seven sections and appendices:

1. Project Planning
2. Existing Facilities
3. Need for Project
4. Alternatives Considered
5. Selection of an Alternative
6. Recommended Project
7. Conclusions

The PER will be developed in phases as field investigation is completed and data becomes available. It is anticipated that sections 1 through 3 will be developed at 30%, section 4 will be developed at 60%, and the remaining section 5 through 7 will

be completed at 90%. Alternatives considered will include alternatives from the “City Stormwater Outfall Assessment Report” as well as up to three alternatives developed by the Consultant per outfall location. Engineering Plans will be developed to approximately 30% design level. Comments received from the City and DEC at the 90% submittal will be incorporated into a Final PER.

Task 260: Environmental Due Diligence Desktop Review (Not in Contract)

Environmental Due Diligence Desktop Review (“Desktop Review”) of the WR11 and IV5 project areas is Not in Contract. Currently, a Desktop Review of the Group 2 areas does not appear to be necessary. A proposal for these services can be provided if required.

Task 270: Meetings

The Consultant will attend four (4) meetings to include the following:

1. Initial meeting with DEC to discuss project scope and funding source.
2. 30% PER planning meeting with the City and DEC.
3. 60% PER planning meeting with the City and DEC.
4. 90% PER planning meeting with the City and DEC.

Monthly coordination meetings for Phases 1, 2, and 3 tasks will occur concurrently and are carried out under Task 350.

Critical Outfall Priority Group 3, Step 1(a): Outfall Assessments and Priority Group 3 Assignment and Conceptual Design

Work under this phase will include the assessment of all approximately 260 stormwater outfalls within the City, developing a risk-based prioritization list from the findings and identifying a third group of critical outfalls needing immediate or midterm repair from the list.

Task 310: Project Initiation and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 3 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls and previous inspection records. The Consultant will also coordinate with the City of Burlington regarding the high priority outfalls. Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task. ~~A project kickoff with the City will occur concurrently with the kickoff under Task 110.~~

Task 320: Updates to Outfall Rating System and GIS Application

The City of Burlington previously completed 22 outfall assessments within the City. The Consultant will evaluate the previously utilized evaluation and rating procedures and in collaboration with the City may recommend additional or alternate evaluation and scoring criteria and/or methodology.

The Consultant is planning to collect field data electronically in order to streamline data management. This will allow the data to be included in the City's geodatabase and allow the inspection forms and pictures to be attached to a particular asset. The Consultant will work with the City of Burlington's GIS group to incorporate applicable criteria. This may include items such as erosion, structural integrity, headwall and outfall condition, pipe material, size, alignment, etc. The Consultant has assumed budget for one in-person meeting to discuss the Outfall Rating System.

The Consultant will submit the draft rating system to the City of Burlington for one round of review and comments. The Consultant will update the rating system accordingly after receiving the City's comments. The Consultant has assumed 5 hours of coordination with the City of Burlington's GIS department to update the GIS Application. It is assumed that all application updates will be completed by the City of Burlington.

Task 330: Outfall On-site Evaluations and Field Data Collection

The City of Burlington has identified 260 City-owned outfalls to evaluate. The Consultant will develop a safety plan, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will visit the 260 outfalls with one civil engineer and one civil designer to evaluate the following criteria of each outfall:

- › Outfall shape, size, material
- › Headwall/Outfall Condition
- › Outfall Deterioration
- › Structural Condition of Pipe
- › Joints and Seams

- › Footings
- › Apron/scour protection
- › Immediate maintenance items
- › Evidence of scour, debris trapping, or flooding

Field data will be collected in electronic format via a tablet or smartphone in the field. Data will be downloaded directly to the City's GIS geodatabase. The Consultant has assumed 1120 hours for this task which is based on the assumption that an average of 5 outfalls can be visited per day, and 3 hours per field day to prepare for field visits, coordination with the City of Burlington, and follow-on in-office assessment. The Consultant will document each outfall with photographs.

Task 340: Outfall Evaluation Technical Report and Prioritization

The Consultant will prepare an outfall evaluation technical report and prioritization of the approximately 260 city-owned outfalls. This report will:

- › Summarize background information
- › Outline GIS data collection methods
- › Present outfall evaluation findings
- › Outline immediate maintenance items, including CCTV needs
- › Present criteria for prioritization for capital improvements (repairs or replacements)
- › Provide recommendations for capital improvements
- › Provide prioritization of capital improvements

The Consultant will provide the report to the City of Burlington for one round of review and comments. The Consultant will update the report based on the City's comments. The Consultant will provide an electronic copy as the final deliverable. Hard copies are available upon request.

Task 350: Meetings

The Consultant will attend seven meetings total with three Consultant staff members. One meeting with City GIS staff to coordinate use of the City's existing GIS collector software (assumed to be VUEworks, ArcGIS Collector, Survey123, or similar form-centric ArcGIS application), and six monthly status meetings with the City.

Assumptions:

This proposal is based on the following assumptions and limitations:

1. Boundary survey or research not included
2. Traffic and parking control during site investigations and survey is provided by DPW
3. Scope assumes DPW performs all public outreach, neighbor coordination/resolution, and local meeting attendance
4. Oil and Hazardous Materials (“OHM”), soils contamination, and other potential hazard assessments are not included
5. Visual Impact and Aesthetics assessments are not included
6. Cultural, Historical, Traffic, and Archeological assessments or permitting are not included
7. No environmental permitting services will be conducted by the Consultant at this time. A proposal for these services will be provided as part of a future amendment.
8. Permit application fees of any kind are not included
9. Existing utility locations depicted on the drawings will be a compilation of information provided by the Client and surface observable utilities collected during field survey (no SUE, potholing, GPR, or camera work assumed)
10. Geotechnical analysis, design, or retaining wall design are not included, except as described above
11. The Consultant will visit and evaluate a total of 260 city-owned outfalls.
12. The Consultant has not verified the ability to access each outfall. It may take longer to access some outfalls due to restrictions and accordingly the work hour estimate and proposed fee for Task 330 is approximate and based on an assumed evaluation rate of 5 outfalls per work day.
13. The Consultant will be utilizing a previously created field collection data application. The Consultant will recommend updates to the previous application as part of Task 320 and incorporate updates prior to the start of field evaluations.
14. The City of Burlington will provide an electronic version (preferably in Excel) of all field data collected from the prior evaluations.
15. The City of Burlington will be responsible for creating electronic work orders for the 260 outfalls.
16. The Consultant is relying on the accuracy and location of outfalls in the City of Burlington GIS data layers and shall not be liable for utilizing incorrect or inaccurate data.
17. Outfall evaluation may require a CCTV inspection to fully evaluate the condition of the outfall. The number of outfalls that may require a CCTV inspection is currently unknown. CCTV inspection is not included, a proposal for this service can be provided if required. Alternately the City may elect to perform CCTV inspection utilizing City staff and equipment.

Schedule (to be confirmed during task 110):

Milestone Date	Priority Group 1 <i>WR7 (Asset ID TO-0097)</i>	Priority Group 2 <i>WR11 (Asset ID TO-0104) & IV5 (Asset ID TO-0022)</i>	Priority Group 3 (Outfall Assessments)
February 2024	Draft <i>Step 1</i> Planning Agreements, CWSRF Loan Application, DEC Coordination, Conduct Review of Outfall Condition Assessment Tool		
April 2024 (or as weather permits)	<i>Step 1</i> Conduct Site Visit (1) and Gather Additional Field Data		
April 2024 (or as weather permits)	<i>Step 1</i> Update the Risk of Failure and Consequence Condition Assessment	<i>Step 1</i> Conduct Site Visits (2) and Gather Additional Field Data	<i>Step 1</i> Conduct Site Visits to all remaining City Outfalls (260+) and Collect Field Data Utilizing GIS Data Collection
May 2024	<i>Step 1</i> Identify and Conduct Needed Additional Studies (Topographic Surveys, Geotechnical, Wetlands, etc.)	<i>Step 1</i> Update the Risk of Failure and Consequence Condition Assessment	
July 2024	<i>Step 1</i> Develop a Preliminary Engineering Report (PER) making 30%, 60%, 90%, and Final Submittals	<i>Step 1</i> Identify and Conduct Needed Additional Studies (Topographic Surveys, Geotechnical, Wetlands, etc.)	
September 2024	<i>Step 1</i> Prepare an Environmental Information Document (EID) for Categorical Exclusion or Finding of No Significant Impact (FONSI)	<i>Step 1</i> Develop a Preliminary Engineering Report (PER) making 30%, 60%, 90%, and Final Submittals	
October 2024	<i>Step 1</i> - Final PER Complete	<i>Step 1</i> Prepare an Environmental Information Document (EID) for Categorical Exclusion or Finding of No Significant Impact (FONSI)	
November 2024		<i>Step 1</i> - Final PER Complete	<i>Step 1</i> Conduct Risk-Based Prioritization and Identify Critical Outfalls as Priority Group 3

Fee:

The Consultant's Services described in above include salary costs, indirect costs, 10% net fee, 10% subconsultant markup, and direct expenses as described on the attached scoping workbook summary table.

Resolution Relating to

AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALL (TO-0097) REPAIR

RESOLUTION_____

Sponsor(s): _____
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Three

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

That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and

WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and property damage and the discharge of phosphorus to State waters; and

WHEREAS, in order to advance repair of a known high risk outfall (TO-0097) located in the vicinity of 505 Riverside, preliminary engineering efforts are needed (the “Project”); and

WHEREAS, the City has followed a competitive qualifications-based procurement process required by the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and

WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to exceed \$105,000 including project contract scope contingency and City staff time which is eligible for reimbursement; and

WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund Loan; and

WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up to 5 years at 0% interest; and

WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the project for which the planning loans are used; and

NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works, or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for the financing of a Loan in a principal amount not to exceed \$105,000 (the “Loan”) subject to final review and approval by the Chief Administrative Officer and City Attorney; and

Resolution Relating to

**AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PRELIMINARY ENGINEERING OF STORMWATER
OUTFALL (TO-0097) REPAIR**

26 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
27 an Engineering Services Agreement with VHB for an amount not to exceed \$100,000, and further authorize any
28 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
29 and approval by the City Attorney's Office; and

30 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
31 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
32 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
33 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
34 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
35 deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or
36 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's
37 Office or Bond Counsel to the City; and

38 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
39 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
40 documents (and other ancillary documents other than the loan application or loan agreements): Department of
41 Public Works Water Resources Division Director Megan Moir.

Resolution Relating to

AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALLS (TO-0104 and TO-0022)
REPAIR

RESOLUTION_____

Sponsor(s): _____
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Three
Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and
6 WHEREAS, in order to advance repair of two known high risk outfall locations (TO-0104 and TO-
7 0022) located along Riverside Avenue and VT-127 respectively, preliminary engineering efforts are needed
8 (the “Project”); and
9 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
10 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
11 WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to
12 exceed \$95,000 including project contract scope contingency and City staff time which is eligible for
13 reimbursement; and
14 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
15 Loan; and
16 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
17 to 5 years at 0% interest; and
18 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
19 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
20 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
21 project for which the planning loans are used; and
22 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
23 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.SA. Chapter
24 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for

Resolution Relating to

**AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PRELIMINARY ENGINEERING OF STORMWATER
OUTFALLS (TO-0104 and TO-0022) REPAIR**

25 the financing of a Loan in a principal amount not to exceed \$95,000 (the “Loan”) subject to final review and
26 approval by the Chief Administrative Officer and City Attorney; and

27 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
28 an Engineering Services Agreement with VHB for an amount not to exceed \$90,000 and further authorize any
29 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
30 and approval by the City Attorney’s Office; and

31 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
32 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
33 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
34 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
35 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
36 deem necessary and in the City’s best interest; and (iv) such other documents and instruments necessary or
37 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney’s
38 Office or Bond Counsel to the City; and

39 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
40 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
41 documents (and other ancillary documents other than the loan application or loan agreements): Department of
42 Public Works Water Resources Division Director Megan Moir.

Resolution Relating to

AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PLANNING OF FUTURE STORMWATER
OUTFALL REPAIRS

RESOLUTION_____

Sponsor(s): _____
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and
6 WHEREAS, in order to continue the risk based condition assessment of the City’s remaining outfalls
7 and understand the future capital investments needed, planning efforts must be completed (the “Project”); and
8 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
9 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
10 WHEREAS, the planning of the Project is estimated to cost a total amount not to exceed \$315,000
11 including project contract scope contingency and City staff time which is eligible for reimbursement; and
12 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
13 Loan; and
14 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
15 to 5 years at 0% interest; and
16 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
17 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
18 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
19 project for which the planning loans are used; and
20 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
21 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter
22 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for
23 the financing of a Loan in a principal amount not to exceed \$315,000 (the “Loan”) subject to final review and
24 approval by the Chief Administrative Officer and City Attorney; and

Resolution Relating to

**AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PLANNING OF FUTURE STORMWATER OUTFALL
REPAIRS**

25 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
26 an Engineering Services Agreement with VHB for an amount not to exceed \$300,000, and further authorize any
27 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
28 and approval by the City Attorney's Office; and

29 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
30 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
31 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
32 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
33 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
34 deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or
35 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's
36 Office or Bond Counsel to the City; and

37 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
38 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
39 documents (and other ancillary documents other than the loan application or loan agreements): Department of
40 Public Works Water Resources Division Director Megan Moir.

Board of Finance and City Council Submission Checklist

Department: Public Works/ WRD Submitter: Kate Komorowski/ Megan Moir
Clean Water Resiliency Plan – Loan and Contract Authorization for the
Stormwater Outfall Improvements Projects: Preliminary Engineering Phase for Critical
 Title/Subject: Outfall Priority Groups 1 & 2 and Planning and Preliminary Engineering for Group 3

	Approval:	Meeting Date:
☐	Board of Finance	12/4/2023
☐	City Council	12/11/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/27/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	11/27/2023	Jordan Redell
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/29/2023	PFC (Bond counsel) also reviewed the resolutions on 11/23/23
CAO has reviewed budget, financing, and memo	Yes	11/28/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

Resolution Relating to

AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALLS (TO-0104 and TO-0022)
REPAIR

RESOLUTION_____

Sponsor(s): _____
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Three

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6 WHEREAS, in order to advance repair of two known high risk outfall locations (TO-0104 and TO-
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8 (the “Project”); and
9 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
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12 exceed \$95,000 including project contract scope contingency and City staff time which is eligible for
13 reimbursement; and
14 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
15 Loan; and
16 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
17 to 5 years at 0% interest; and
18 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
19 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
20 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
21 project for which the planning loans are used; and
22 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
23 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.SA. Chapter
24 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for

Resolution Relating to

**AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PRELIMINARY ENGINEERING OF STORMWATER
OUTFALLS (TO-0104 and TO-0022) REPAIR**

25 the financing of a Loan in a principal amount not to exceed \$95,000 (the “Loan”) subject to final review and
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27 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
28 an Engineering Services Agreement with VHB for an amount not to exceed \$90,000 and further authorize any
29 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
30 and approval by the City Attorney’s Office; and

31 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
32 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
33 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
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35 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
36 deem necessary and in the City’s best interest; and (iv) such other documents and instruments necessary or
37 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney’s
38 Office or Bond Counsel to the City; and

39 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
40 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
41 documents (and other ancillary documents other than the loan application or loan agreements): Department of
42 Public Works Water Resources Division Director Megan Moir.



MEMORANDUM

TO: Board of Finance / City Council

FROM: Kate Komorowski, Water Resources Engineer
Megan Moir, Water Resources Division Director
Chapin Spencer, Director of Public Works

DATE: December 4, 2023 / December 11, 2023

RE: Clean Water Resiliency Plan – Loan and Contract Authorization for the
Stormwater Outfall Improvements Projects:
Preliminary Engineering Phase for Critical Outfall Priority Groups 1 & 2
and Planning and Preliminary Engineering for Group 3

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks authorization, through the attached resolutions and motion, to apply for Step I: Planning/ Preliminary Engineering Clean Water State Revolving Fund ("CWSRF") loans in an aggregate amount up to \$515,000 to support planning and preliminary engineering for various stormwater outfall repair and assessment projects throughout the City, to execute engineering services agreements with Vanasse Hangen Brustlin ("VHB") in an aggregate amount up to \$490,000, and to designate the Mayor and appropriate City staff to execute associated documents.

BACKGROUND

The city operates two separate types of collection systems: 1) the combined sewer system which conveys collected flows to one of three wastewater treatment plants, and 2) the separate stormwater system which collects and directs rainwater, snowfall, other forms of precipitation and runoff through a conveyance network to an outfall. An outfall is a point source where a separate stormwater system discharges either to Waters of the United States or an open channel, water body or other stabilized receiving structure. Stormwater outfalls represent a substantial portion of the infrastructure associated with Burlington's stormwater collection system. These outfalls were installed throughout the 19th and 20th centuries, in many cases using materials like corrugated metal. Increased storm flows from expanding impervious surfaces, coupled with environmental exposure and winter salt impacts have caused many of these pipes and outfall areas to deteriorate over time. Because these outfalls were often installed in locations that were not suitable for development (i.e. at the bottom of steep banks and ravines) - they can be challenging and very costly to repair.

On November 6, 2018, the City passed a revenue bond vote for the Clean Water Resiliency Plan. The plan included approximately \$10 million of investments for

stormwater infrastructure improvements. The proposed improvements included planning, final design and construction of repairs to failing stormwater outfalls.¹

This memorandum focuses on the next steps in continuing to advance repair of existing known failing stormwater outfalls and continuing to assess the remainder of the City's stormwater outfalls for prioritization of future investment.

Over the last several years, under the Clean Water Resiliency Plan, the City has started an asset management program for the strategic repair of damaged or eroding stormwater outfalls. As part of an initial phase of Stormwater outfall assessments conducted in 2018/2019, 22 known damaged or eroding City outfalls were reviewed, rated for risk and consequence of failure and placed on a priority list. Three of these outfalls have been or are being addressed via other means (the North Ave outfall which failed last year and required emergency repairs and 2 outfalls serving the Burlington High School site that will be part of the High School project). Improvements for the next three critical outfalls located along Manhattan Drive were evaluated and design plans have progressed with construction currently slated for calendar year 2024. Board of Finance and City Council approved the (final design + construction) loan for that repair project in 2021 for \$1,196,000.

This next step is intended to continue to address known high risk stormwater outfalls and to continue to gather information about other outfalls to aid in a comprehensive asset management-based approach to addressing our aging stormwater infrastructure. This comprehensive project is being broken up into three sub-projects to ensure that the known high-risk outfalls (Group 1 and 2) can proceed to construction when ready and that the Group 3 assessment and preliminary engineering can proceed on a parallel, but slightly slower track. Proposed loan amounts include contingency to allow for any necessary changes to the scope of the project that may arise.

Critical Outfall Priority Group 1 consists of preliminary engineering design of repairs or improvements to outfall TO-0097, located along Riverside Avenue near the intersection with Intervale Road. Depending on the final costs and bids for this project and for other stormwater projects, such as a large combined sewer overflow reduction tank, this outfall may be able to leverage remaining 2018 voter authorization to be able to construct this project. If not, this preliminary report will provide the concrete data necessary for an upcoming infrastructure bond vote (likely in November 2024) and will allow for the project to progress to Final Design (Step II). Proposed Step I Loan: Up to \$105,000.

Critical Outfall Priority Group 2 consists of preliminary engineering design of repairs or improvements to outfalls TO-0104 also located along Riverside Avenue, further to the east from TO-0097, and TO-0022 which conveys stormwater along Route 127. This work will not progress to final design (Step II) until the assessment of the remaining City outfalls (Group 3 below) is substantially completed, given that there could be higher priority

¹ Proposed projects are itemized in the Board of Finance Memorandum dated September 5, 2018 located here: <http://www.burlingtonvt.gov/sites/default/files/bof%20memo.pdf>

outfalls that are identified as part of that comprehensive work. That said, based on previous assessments, it is currently believed that these outfalls are indeed the highest risk after Group 1. This effort will provide data to inform the November 2024 infrastructure bond vote. Proposed Step I Loan: Up to \$95,000.

Critical Outfall Priority Group 3 consists of assessing the condition of the remainder of the City's 260+ outfalls, assigning a criticality/risk score (consequence of failure x likelihood of failure), providing some conceptual cost estimates to inform the likely 2024 voter authorization request and completing preliminary engineering for the highest risk outfalls from this grouping. This effort will provide data to determine whether there are additional high-risk outfalls that need to be addressed in the near term and will require consideration in a 2024 infrastructure bond vote or which need to be monitored, but could reasonably be addressed at a later date. Proposed Step I Loan: Up to \$315,000.

STORMWATER CONSULTANT PROCUREMENT AND CONTRACTING:

On February 12, 2021 Burlington Water Resources Division issued a RFQ – Engineering Services for City of Burlington Outfall Improvement Projects.

The WRD closely followed the Clean Water State Revolving Fund (CWSRF) procurement requirements for engineering services in accordance with 40 U.S.C. § 1101-1104, which requires public issuance of a RFQ and negotiation of contracts using a qualifications-based selection (QBS) process. Please see Appendix A for details on the procurement of the proposed firm for the project and the RFQ for this project. The RFQ allows the City to request proposals for additional phases of work under the original RFQ.

Following the selection of the top qualified consultant for the project, staff worked to develop a draft scope of work and initial cost estimate for the consultant's work on the project and/or project phase identified in this memo (See Appendix B).

PROJECT COST AND LOAN SUMMARY:

All of the project costs will be funded through the CWSRF program. The following summary table outlines the maximum contract and CWSRF loan amounts WRD is seeking approval for. The loan amounts include an allowance for City staff time which is reimbursable through the project and eligible for loan forgiveness if awarded to the project. WRD has estimated a NTE value for our loan application to ensure there is adequate contingency to make reasonable scope of work adjustments during the final review of the scope by the VTDEC.

Critical Outfall Priority Group 1 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 1	\$100,000	Step I Planning Loan (TOTAL NTE \$105,000)
DPW Staff Engineering NTE	\$5,000	

Critical Outfall Priority Group 2 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 2	\$90,000	Step I Planning Loan (TOTAL NTE \$95,000)
DPW Staff Engineering NTE	\$5,000	

Critical Outfall Priority Group 3 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 3	\$300,000	Step I Planning Loan (TOTAL NTE \$315,000)
DPW Staff Engineering NTE	\$15,000	

This represents a total overall borrowing amount not to exceed \$515,000. The above project will also each be eligible for up to \$100K of planning/design subsidy (loan forgiveness), though there is typically a cap of \$250,000 per year per municipality that will come into play.

Step I loans are 0% interest loans and, assuming the project proceeds towards construction, do not usually go into repayment on their own. Rather, they are rolled into the Step II (also 0% interest) and eventually rolled into the construction loan (Step III) which has a low 2% administrative cost. If a project completely stalls or hits a dead end, then Step I and II loans may go into repayment eventually, with repayment periods in the 5 – 10 year range depending on the size of the loan. Step I and Step II loans, on their own, do not require voter authorization per Vermont Statute – however previous Step I and Step II costs must be considered when seeking voter authorization for Step III construction funding.

As mentioned above, the only sub-project that is likely to proceed to construction in the near term with the existing 2018 voter authorization is the Priority Group 1 outfall, and

that is only if there is sufficient remaining 2018 authorization after other high priority projects proceed such as the Callahan Combined Sewer Storage Tank. The earliest this project would complete construction is likely FY26, and repayment would not begin until one year after completion, in FY27.

Thank you for your consideration of this request.

ATTACHMENTS

- Appendix A:
 - o A.1. Consultant Procurement Summary
 - o A.2. Stormwater Outfall Improvement Projects Request for Statement of Qualifications.
- Appendix B: Stormwater Outfall Improvement Projects Draft Engineering Services Agreement Scopes of Work
- Appendix C: Draft Resolutions

MOTION

DPW requests that the Board of Finance and City Council approve the following motions:

Board of Finance:

1. "To approve and recommend that the City Council waive the reading and adopt the attached resolutions."

City Council:

1. "To waive the reading and approve and adopt the attached resolutions."

Appendix A: Consultant Procurement Summary

Engineering Services for City of Burlington Outfall Improvement Projects

Water Resources issued a Request for Statements of Qualifications (RFQ) on February 12, 2021 for qualified consultants to assist with condition assessments and engineering tasks associated with the City of Burlington Outfall Improvement Projects. An RFQ was drafted, approved by the Attorney's Office and posted on both the City RFP and State construction websites. There were six SOQs received and four technical staff members at Water Resources ranked the SOQs based on technical capacity of the consulting team. Below are the consultants that provided SOQs for review:

Consultants
AES Northeast
D&K
Stantec
VHB
Weston & Sampson
Wright-Pierce

Based on the ranking criteria, the Vanasse Hangen Brustlin, Inc. ("VHB") proposal was ranked the highest. VHB is a well-qualified engineering team with experience on similar projects. It is the staffs recommendation to award contracts to VHB for condition assessments and engineering tasks associated with the City of Burlington Outfall Improvement Projects. We anticipate additional engineering service amendment will be issued to VHB for more Outfall Improvement Projects. The CWSRF program allows engineering contracts to generally be amendment for up to 5 years.

City of Burlington
Department of Public Works
Water Resources Division
235 Penny Lane
Burlington, VT 05401



Chapin Spencer
Public Works Director

Megan J. Moir
Asst. Director of Water Resources

REQUEST FOR QUALIFICATIONS IN ENGINEERING SERVICES FOR CITY OF BURLINGTON OUTFALL IMPROVEMENT PROJECTS

Date of Issuance: Friday February 12, 2021

Issued by: City of Burlington Department of Public Works
Water Resources Division

Due Date for Questions: Friday, February 26, 2021

Due Date for Statement of Qualifications: Friday March 5, 2021 4:00 PM

Project Contact: Kate Komorowski, Water Resources Engineer
kkomorowski@burlingtonvt.gov
(802) 233-0022

Request for Qualifications

Engineering Services for the City of Burlington Outfall Improvement Projects

I. Overview

The City of Burlington (“City”) Department of Public Works Water Resources Division issues this Request for Qualifications, seeking qualified engineering firms to assist with condition assessment and engineering tasks associated with the City of Burlington Outfall Improvement Projects (“Projects”).

Interested firms should submit Statements of Qualifications (“SOQ”) detailing the firms’ qualifications, technical expertise, management and staffing capabilities, references, and related prior experience. Required professional services will include but are not limited to condition and safety assessment of existing structures (including geotechnical assessments related to overall slope stability), hydrologic/hydraulic modeling, planning, preliminary engineering, design and construction-related services.

The proposed Projects may be undertaken using loan financing from the Vermont Clean Water State Revolving Fund (“CWSRF”) and all work shall be performed in accordance with the requirements of the CWSRF program and the regulations issued by such agencies and the State of Vermont. The project will utilize EJCDC documents.

II. Background

On November 6, 2018, the City passed a Bond Vote for the Clean Water Resiliency Plan. The plan includes approximately \$10 million of investments for stormwater infrastructure improvements.

The improvements include planning, final design and construction of a diverse array of new green infrastructure, repair of existing failing stormwater outfalls and rehabilitation of stormwater pipes. Proposed projects are itemized in the Board of Finance Memorandum dated September 5, 2018 located here:

<http://www.burlingtonvt.gov/sites/default/files/bof%20memo.pdf>

Over the last several years, under the Clean Water Resiliency Plan, the City has developed an asset management program for the strategic repair of damaged or eroding stormwater outfalls. As part of the previous Stormwater Outfall Assessment Project, 22 damaged or eroding City outfalls were reviewed, rated for risk and consequence of failure and placed on a priority list. Improvements for the top three critical outfalls were evaluated and progressed. The City of Burlington Outfall Improvement Projects described herein will be phased. Please note that work on Priority Group 1 is currently underway, and therefore not subject to this request.

- Phase 1 – Priority Group 2 will include development of a PER, design and construction for the second group of priority outfalls identified in the previously developed priority list.

- Phase 2 – Priority Group 3 will include the assessment of all 260+ stormwater outfalls within the City, developing a risk-based prioritization list from the findings and identifying a third group of critical outfalls needing immediate or midterm repair from the list. Phase 2 also includes the development of a PER, design and construction for the identified and agreed to Priority Group 3.

The Phase 1 - Priority Group 2 critical outfalls will likely include, but are not be limited to, the following six (6) outfalls: WR7, WR11, IV7, LC14, LC48 and WR28. Below are the conceptual design narratives developed in the Stormwater Outfall Assessment Project.

Conceptual Design	
Outfall	Design Narrative
WR 7 Riverside Avenue	The system outfalls near the top of a steep slope as a result there is a severely eroded gully to the outlet at the Winooski River. This erosion has resulted in instability of the embankment which could endanger the structure at the top of the slope. The repair will consist of adding closed drainage to relocate the outfall further down the slope to an area that is not as steep. This will result in reduced velocities in the channel and reduce the likelihood of additional failures. The existing gully will be cleared of existing debris and filled. Due to the steep slopes and adjacent Hazardous Sites infiltration is not feasible. It may be possible to combine this closed drainage system with the closed drainage system along Intervale Road to eliminate this discharge point. Additional drainage analysis would be required to determine how much additional runoff would enter the Intervale Road system and determine if the system has the capacity to receive the additional runoff. Geotechnical repair for this area could consist of slope reconstruction with either rip-rap or granular borrow. The existing geotechnical evaluation completed for this outfall area can be obtained upon request. Additional geotechnical exploration and engineering analysis will be required.
WR 11 Riverside Avenue	The outfall Pipe is located at the bottom of the steep slope. The outfall area is severely eroded and compromising the stability of a downstream pedestrian bridge. The proposed solution for this area involves regrading and stabilizing the outfall area and channel to the Winooski River. Although the existing CMP does has not failed it is nearing the end of its useful life. The pipe should also be replaced. There is an outfall from the parking lot that is out letting above WR11.0 and causing an eroded channel above the pipe. This area should also be stabilized.
IV 7 North Avenue	The outlet area is stable in the area where stone fill was originally placed. Downstream of the existing stone the channel is heavily incised and compromising the toe of the steep embankment with residences at the top. A possible solution is to realign the outfall channel away from the toe and stabilize. Stabilization measures will be determined based on velocities in preliminary design. For conceptual it is assumed stone fill will be required.

	Since the outfall is in the area of steep embankments infiltration practices would not be recommended. Geotechnical repair for this area could consist of a stone buttress at the toe of slope. Additional geotechnical exploration and engineering analysis will be required.
LC14& LC48 Burlington High School	The concrete energy dissipator has failed. The outlets upstream have caused significant erosion around the structure and partially exposed the 12" RCP. The proposed fix is to remove the concrete structure and part of the 12" RCP then regrade and stabilize the channel. The systems contributing to this outfall are on the border of Type A and Type D soils based on the NRCS data. There may be an opportunity to infiltrate to reduce flows but further soil investigation will be necessary.
WR28 Moore Drive	WR28.0 outlets near the top of a steep slope. This has resulted in severe erosion that has left about 10' of the pipe exposed and threatens the lawn areas at the top of the slope. The proposed solution is to install a drainage manhole with a large drop to allow for the pipe to outlet lower on the slope to a flatter area. Given that the soils in the area are HSG A there could be potential for an infiltration area under Moore Drive. This could be an infiltration trench between the existing closed drainage inlets and the drainage manhole that would allow for 90' of trench length. Given the small drainage area to this outlet, an infiltration area could result in significant flow reduction to the outlet.

Qualified firms shall demonstrate knowledge and experience in, but not limited to, the technical topics below and as described herein.

- Asset management / risk-based prioritization
- Engineering & Design
 - o Outfall assessment and repair
 - o Drainage system design and improvements
 - o Hydrologic/Hydraulic modeling
 - o Geotechnical engineering focused on slope/soil stability, erosion issues, stormwater runoff and groundwater migration
 - o Slope repair and stabilization
 - o Channel design and stabilization
 - o Bioengineering of slopes and channels
 - o Green Stormwater Infrastructure ("GSI") design including but not limited to infiltration systems
 - o Experience with Vermont Department of Environmental Conservation (DEC) Water Investment Division (WID) requirements for design and construction.
 - o Experience with Clean Water State Revolving Fund (CWSRF) Projects
 - o Other typical stormwater components or subject matters that could become critical for Burlington. Firms can show qualifications for this broad item by demonstrating experience working on other stormwater outfall improvements.

III. Project Tasks and Schedule

The Project shall adhere to all local, State and funding agency regulations and requirements. An Engineering Service Agreements (“ESA”) will be developed for each step of the CWSRF program. Tasks for the Project include but are not limited to the following:

- Step 1 – Planning and Preliminary Engineering
 - o Project kickoff meetings
 - o Assist City in obtaining a CWSRF Step I Planning Loans.
 - o Review and provide recommendations for updates (if applicable) to existing outfall condition assessment tool.
 - o Conduct site visits to the priority outfalls, review and provide updated risk of failure and consequence condition assessment. Evaluate and document existing conditions. Gather any additional field data needed for preliminary engineering.
 - o Conduct site visits to all City outfalls (260+) and provide complete updated condition assessment reports for each (assess risk of failure and consequence of failure) Collect and provide data which can be integrated into the City’s asset management software VUEWORKS. (Phase 2)
 - o Provide a risk-based prioritization list of all City outfalls utilizing condition assessment data gathered (Phase 2)
 - o Identify the third group of priority outfalls based on the condition assessments and resultant risk-based prioritization list. (Phase 2)
 - o Advise the City of any need to obtain, furnish, or otherwise make available additional project-related data and information, including but not limited to geotechnical evaluation needs, wetland delineation, etc. Provide services or hire subconsultants to conduct required evaluations (as applicable).
 - o Assist with the state wetland permitting program, if applicable.
 - o Develop Preliminary Engineering Reports (“PER”)
 - Phase 1 Priority Group 2
 - Develop a PER for the six (6) outfalls identified Priority Group 2
 - o Review any applicable outfall improvement alternatives presented in the “City Stormwater Outfall Assessment Report”.
 - Phase 2 Priority Group 3
 - Develop a PER for the third group of priority outfalls identified and agreed to from risk-based prioritization list
 - o Prepare and transmit submittals for 30%, 60% and 90% draft PER to all associated parties. Attend and participate in associated, corresponding planning meetings.
 - o Respond to City and State 90% review comments and make changes as requested. Attend and participate in associated, corresponding meetings.
 - o Prepare and submit Final PERs.
 - o Prepare an Environmental Information Document (“EID”) to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact (“FONSI”) in accordance with the National Environmental Policy Act.

Including warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

- o Assist with public notifications and hearings.
 - o Assist with bonding process.
- Step 2 – Final Design Phase
 - o Assist City in obtaining a CWSRF Step II Final Design Loans.
 - o Prepare final design plans, specifications and contract documents.
 - o Attend and participate in 30%, 60% and 90% complete CWSRF design meetings. Revise and address comments.
 - o Coordinate with permit specialist. Submit 90% plans for any necessary local, state or federal permits before finalization of deliverables. Ensure permit compliance.
 - o Submit the following deliverables to the City:
 - Meeting agendas, submittals, minutes & draft construction documents
 - Final Design Plans
 - 30% Preliminary Alignments, Layouts, Hydraulic Profiles, Standard Notes
 - 60% Profiles, Elevations, Completed Alignments, Layouts, and Hydraulic Profiles, Standard Details
 - 90% Final Profiles, Elevations, Alignments, Layouts, and all Details.
 - Final stamped and signed by a Vermont Registered Professional Engineer
 - Preparation of Temporary and Permanent Easement Drawings and Document
 - Technical Specifications
 - 30% Table of Contents
 - 60% Standard Technical Specifications
 - 90% Specialty Technical Specifications
 - Final stamped and signed by a Vermont Registered Professional Engineer
 - Contract Documents
 - 90% Draft EJCDC Front End Documents
 - Final, documents ready to bid, complete with dates for meetings and bids coordinated and accepted by the WID Construction Engineer.
 - Project Cost Summary
 - o Obtain Disadvantaged Business Enterprise (“DBE”) list for Notification 30-days prior to Bid Advertisement Date.
 - o Preparation of Construction Phase Schedule
- Step 3 – Construction
 - o Assist City in obtaining a CWSRF Step III Construction Loans.
 - o Comply with CWSRF program requirements, including EPA mandates, such as American Iron and Steel, Davis Bacon and Related Acts, and Disadvantaged

Business Enterprise rules.

- o Bid services, including but not limited to:
 - Assistance with DBE notification,
 - Official bid advertisement,
 - Prebid meeting,
 - Addendum preparation,
 - Title easement certification,
 - Attend bid opening,
 - Certified bid tabulation, and
 - Review bids and provide recommendation of award
 - Contract award.
- o Construction Administration Services, including but not limited to:
 - Preconstruction meeting.
 - Development of a project schedule.
 - Monthly progress meetings and preparation of meeting minutes.
 - Review and respond to requests for information.
 - Review and approval of submittals.
 - Review and submit partial pay estimates and certified payrolls.
 - Review and approval of project field orders.
 - Draft change orders and small purchases for City and funding approval eligibility and determination.
 - Submit payment requests.
 - Complete Annual DBE Report (due Sept. 30) and Final DBE Reports (due within 30 days of Final Completion)
 - Assist with annual Single Audit Requirement
- o Construction Oversight Services
- o Substantial completion walkthrough
- o Development of project punch list. Review and oversight of punch list corrections.
- o Develop substantial completion certificate
- o Final completion walkthrough
- o Project close-out assistance.
- o Prepare O&M and record drawings.
- o Provide 11 Month Warranty Inspection
- o Submit 1 Year Performance Letter

The City has developed a draft schedule and is requesting that firms demonstrate an understanding for the following schedule as part of the SOQ submittal:

Date	Milestone
4:00 PM March 5, 2021	Statement of Qualification Submittals Due
March 2021	Statement of Qualifications Review Completed by City
April 2021	Draft Step 1 Phase 1 and 2 Planning Agreements, Loan Application, DEC Coordination

September 2021	Step 1 Phase 1 - Final PER Complete
October 2021	Draft Step 2 Phase 1 Final Design Agreement, Loan Application, DEC Coordination
February 2022	Step 2 Phase 1 Final Design Complete
March 2022	Draft Step 3 Phase 1 Construction Agreement, Loan Application, DEC Coordination
April 2022	Step 3 Phase 1 Commence Bidding
May 2022	Step 3 Phase 1 Commence Construction
May 2022	Step 1 Phase 2 Condition Assessment of All Outfalls, Prioritization List and Recommendations for Priority Group 3 Complete.
August 2022	Step 1 Phase 2 - Final PER Complete
September 2021	Draft Step 2 Phase 2 Final Design Agreement, Loan Application, DEC Coordination
October 2022	Step 3 Phase 1 Construction Complete
February 2023	Step 2 Phase 2 Final Design Complete
March 2023	Draft Step 3 Phase 1 Construction Agreement, Loan Application, DEC Coordination
April 2023	Step 3 Phase 1 Commence Bidding
May 2023	Step 3 Phase 1 Commence Construction
October 2022	Step 3 Phase 1 Construction Complete

IV. Procurement Process

Procurement of said services will be in accordance with elements of the procurement process in 40 U.S.C. § 1101-1104.

All interested firms must take note that the proposed project(s) may be undertaken with a variety of Federal and state funds and that all work will be performed in accordance with the regulations issued by such agencies and the State of Vermont pertaining thereto.

V. Submission Requirements

SOQ Format. Qualified firms/candidates interested in being considered for this project should submit a narrative proposal SOQ that best reflects their ability to provide the requested services. All SOQ submittals shall be clear, concise, and allow the City to efficiently evaluate the qualifications of the submitting firm. All SOQ submissions must be submitted electronically in a single PDF. The SOQ PDF shall include page numbers and the following components:

- A letter of interest with a summary of the applicant's understanding of the proposed work and general approach. Include the point of contact, business name, address, and telephone number of the submitting firm with a subject line: "Statement of Qualifications - Outfall Improvement Projects". The letter shall be signed by an authorized representative for the submitting firm.
- A detailed statement of qualifications of the participating firm detailing the firms'

technical expertise, management and staffing capabilities. Include a description of the firm's ability to provide the skills required for the work. Include a list of individuals (including sub-consultants) who would be assigned to provide services, along with their titles, professional qualifications, expected duties, technical capacity to complete their duties, and a description of the experience of the staff persons with projects involving the specific technical tasks described herein. The proposals will be evaluated and awarded based on the personnel projected in the SOQ. Should the awarded consultant propose any substitutions to the project personnel, they must submit a letter to the City requesting approval of such changes prior to utilization.

- Contact information for three or more professional references from relevant projects (please include contact name, address, phone number, project description, and project cost).
- A list of related prior experience in similar projects, including the client, project scope, complexity, similarities to the scope of the Outfall Improvement Projects described herein. Note any proposed team members who worked on these projects. Include the project duration and costs.
- Any other information the firm finds important.

Do not submit a scope of work or cost proposal at this time. A detailed scope of work will be requested after the most qualified firm is selected. A detailed cost proposal (fee) will be requested after the most qualified firm is selected.

Deadline for Receipt of Qualifications. SOQ's must be received at the address and by the point of contact no later than 4 PM Friday March 5, 2021. The email time stamp shall be the official time of receipt. Late replies will not be accepted under any circumstances. SOQ's must be submitted by e-mail in a single PDF file as described above to:

Kate Komorowski
Water Resources Engineer
Burlington Department of Public Works
kkomorowski@burlingtonvt.gov

The subject line of the e-mail of the e-mail should state: "Statement of Qualifications - City of Burlington Outfall Improvement Projects." It is the responsibility of the participating firm to ensure that the point of contact has received a completed SOQ by the required deadline.

Questions. Questions and requests for clarification relating to this RFQ may be made to the above-described contact person. Only e-mail communication will be accepted. All questions and requests for clarification must be received by 4:00 PM Friday February 26, 2021. Questions will be posted via addendum online at the City's RFP site (<http://burlingtonvt.gov/RFP/>). It is the responsibility of participating firms to review the RFP website to ascertain whether any amendments have been made prior to submission of a SOQ. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ.

VI. Selection Process

The City Selection Committee (“SC”) will include a minimum of three members of the City Department of Public Works Water Resources Team. The SC will evaluate the SOQs, performance data and other material submitted by interested consultants based on the Criteria for Selection below. The SC will then select a minimum of three firms which, in the City’s opinion, are best qualified to perform the desired services. If necessary, interviews with each firm selected will be conducted, which may include discussions regarding anticipated concepts and proposed methods of approach. The City will rank, in order of preference, these professional engineering firms deemed to be most highly qualified to provide the services required, and will commence scope of services and price negotiations with the highest qualified consultants. If a scope of work and fee cannot be agreed upon within a reasonable time, negotiations with the top-ranked firm will be concluded and negotiations with the second- ranked firm will be initiated. If a satisfactory contract is not worked out with this firm, then this procedure will be continued until a mutually satisfactory contract is negotiated. Consultants are deemed qualified to perform work through the duration of the Outfall Improvements projects.

VII. Criteria for Selection

The following criteria, as a minimum, will be used to evaluate and rank qualifications:

Review Criteria	Weight	Maximum Points	Weighted Points
Understanding of Scope of Work	4	5	20
Experience of Proposed Staff with Similar Projects	5	5	25
Availability and Depth of Technical Qualifications of Proposed Staff	4	5	20
Knowledge of the Project Area/ Similar Project Area	3	5	15
Evidence of Ability to Meet Schedule and Budgets	3	5	15
Clarity and Quality of Proposal	1	5	5
TOTAL			100

VIII. Terms and Conditions

Contract Requirements. The selected firm shall be prepared to enter into an agreement with the City in the manner proposed, and under the terms provided by the City. The City expects that per CWSRF guidelines, the form of the agreement will be based on the Engineers Joint Contract Documents Committee (“EJCDC”) standard documents. Supplementary conditions will be included to modify the EJCDC documents to comply with CWSRF and City requirements.

All proposers should familiarize themselves with and be ready to execute a Vermont Department of Conservation Water Investment Division approved Engineering Services Agreement. The City reserves the right to alter or amend any or all provisions in the project contract.

Costs Associated with Proposal. Any costs or expenses incurred by a participating or non-participating firm in preparing, submitting, or presenting a SOQ are the sole responsibility of that firm. The City will not reimburse any person for any costs incurred as a result of the preparation of SOQ's in response to this RFQ.

Intent and Purpose. It is the intent of this Request for Qualifications to obtain services from qualified entities and not to prohibit or discourage prospective firms from submitting a SOQ. However, all participating firms are advised that any substantial deviations from the specifications of this Request for Qualifications may not be accepted. Further, this Request for Qualifications in no way obligates the City to award a contract. No negotiation will take place until the selection of the most qualified firm has been completed.

Compliance with Law. Participating firms are required to submit SOQ's and perform services in accordance with applicable local, state, and federal laws and regulations. Participating firms are further advised that compliance with the City of Burlington's Livable Wage Ordinance, Union Deterrence Ordinance, and Outsourcing Ordinance is required in order to qualify to perform the services described in this Request for Qualifications.

City Reservations. The City reserves the right to reject any and all SOQs received as a result of this solicitation, to waive any irregularities in any submittal, to waive any formality or technicality, to negotiate with any qualified source, to cancel in part or in its entirety this RFQ, or to issue additional Requests for Qualifications. The City also reserves the right to modify, amend, alter, revise, or terminate the Request for Qualifications or the criteria for selection of qualified firms without notice. The City further reserves the right to request clarification of information submitted and to request additional information from any participating firm. All decisions made by the City related to this Request for Qualifications will be final.

Future Work. The City reserves the right to request proposals for additional phases of work from the same consultant, to issue new RFQs/RFPs and award that future phase of work to a different consultant/consultant team as benefits the City, or to extend the contract which results from this RFQ.

Public Records. All SOQ's will become the property of the City upon submission and will become public documents subject to public disclosure under the Vermont Access to Public Records Act. Due regard will be given for the protection of proprietary information contained in all SOQ's received. However, it is not sufficient for participating firms to merely state generally that a SOQ is proprietary in nature and not subject to the release to third parties. Those particular pages or sections of the SOQ that are asserted as proprietary and of a trade secret nature must be specifically identified and must be separated from other sections or pages of the SOQ. The City will consider said information in responding to a public records request but does not guarantee that information will not ultimately be subject to public disclosure.

City Livable Wage Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Livable Wage Ordinance, which can be found at B.C.O. § 21-80 et seq.

City Union Deterrence Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Union Deterrence Ordinance, which can be found at B.C.O. § 21-100 et seq.

City Outsourcing Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Outsourcing Ordinance, which can be found at B.C.O. § 21-90.

Equal Opportunity. The selection of consultants shall be made without regard to race, color, sex, sexual orientation, gender expression, age, religion, national origin or political affiliation. The City is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

IX. Appeal Process

Any person aggrieved by the City's awarding of a contract under this Request for Qualifications, that person may appeal the decision of the City in writing to the President of the Burlington City Council, at City Hall, 149 Church Street, Burlington, Vermont, 05404. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the City is final.

X. Attachments:

- City Stormwater Outfall Assessment Report

Appendix B:

Stormwater Outfall Improvement Projects
Draft Engineering Services Agreement Scopes of Work

Scope of Services for the Critical Outfall Priority Groups 1-3:

Critical Outfall Priority Group 1, Step 1: Planning/Preliminary Design

Work under this phase will include preparation of a Preliminary Engineering Report (PER) during the Planning/Preliminary Design Phase for the critical outfall WR7 (Asset ID TO-0097) only.

Task 110: Project Initiation, Site Visit, and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 1 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls, the Geotechnical Engineering Report, 505 Riverside Avenue Slope – Phase 1A dated 2018, the City Stormwater outfall Assessment Report dated March 21, 2019, applicable sections of the FY20 Slope Inspections Report, and other relevant available information. The Consultant will develop a safety plan, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will conduct a site visit at 505 Riverside Avenue.

Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task.

Task 120: Topographic Survey and Base Information

The Consultant will perform field survey and related tasks to develop a Topographic Survey of the Group 1 Project limits. VHB will produce a base plan of the current Project conditions in AutoCAD format depicting site features, existing utilities, and one-foot contour lines. The horizontal datum will be referenced to the Vermont State Plane Coordinate System NAD83(2011) and the vertical datum will be referenced to NAVD88. This task includes the following:

- › Topographic Survey: the survey area will be comprised of approximately six (6) acres total area. The survey will include the locations of such features as: top and bottom of slopes, drainage channels, stone outfall protection, roadway and driveway locations, buildings, curb locations, tree lines, fences, wetland delineations, and other relevant features. Contour data will be supplemented with available aerial topography.
- › Quality Level C (QL-C) - Utility Record Survey & Physical Survey: VHB will perform Quality Level D (QL-D) research at the public and private utility agencies servicing the area. Existing record utilities such as gas, water, cable, etc. will be shown on the base plan from these record drawings, surface observable evidence collected during the topographic survey (such as gate valves or hydrants and any utility paint markings). Underground drain and sewer lines will be field located where observed. Invert elevations, pipe size, pipe type, and direction of flow will be field located, where accessible. Additional drain and sewer structures outside of the topographic survey area will also be included in the underground utility survey.
- › A minimum of 3 horizontal survey control points and 2 vertical benchmarks will be installed for future use by a construction contractor.

- › Approximate existing Right-of-Way and property lines will be included based on best available parcel mapping information.
- › The natural resource delineations of Task 140 below will be incorporated into the existing conditions plans upon completion of the field work associated with that task.

Task 130: Geotechnical Analysis by Sanborn Head

VHB will subcontract with Sanborn, Head & Associates for the below scope of services:

- › Desktop Study and Project Scoping
 - Perform a site visit to review conditions
 - Review available subsurface data and previous reports.
 - Develop geotechnical exploration and analysis scope
- › Utility Clearance and Coordination
 - Mark out proposed boring locations and notify DigSafe
 - Coordinate with drilling subcontractor, property owner, and City.
- › Subsurface Exploration Program
 - Subcontract driller to advance one (1) test boring at the crest of the slope to a depth between 60 and 100 feet bgs and install groundwater monitoring well.
 - Collect undisturbed clay samples
 - Perform hand auger borings on slope face in vicinity of Outfall WR7 and erosion features.
- › Laboratory Analysis
 - Perform advanced laboratory testing on undisturbed clay samples to determine clay strength parameters
- › Slope Stability Analysis
 - Model existing slope based on obtained subsurface data and topographic survey
 - Evaluate existing and proposed conditions for factor of safety for global stability
- › Geotechnical Engineering Report
 - Prepare a Geotechnical Engineering Report that summarizes our subsurface exploration program, laboratory program, and slope stability analyses.
 - Provide geotechnical engineering recommendations regarding the different proposed repair options and for design and construction of the chosen repair.
- › Project Meetings and Supplemental Recommendations
 - Participate in design team meetings with Client and City and provide supplemental recommendations, if needed.

Task 140: Natural Resource Assessment and Environmental Information Document (EID)

The Consultant will conduct a detailed wetland and waters delineation within the Priority Group 1 project area in Spring / Summer of 2024. Wetland delineations will be conducted according to the technical criteria contained in the United States Army Corps of Engineers (“USACE”) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region; streams will be delineated using the methodologies in the Vermont Agency of Natural

Resources' Guidance for Agency Act 250 and Section 248 Comments Regarding Riparian Buffers. Resource boundaries will be flagged, USACE data (vegetation, soils, and hydrology) will be collected, wetland functions and values will be assessed, physical stream parameters will be assessed, and resources will be photo-documented. Any existing culverted sections of delineated streams will be field mapped (as observable/accessible), to include type, size and location of culvert inlets and outlets as they connect with adjacent stream segments. Proposed wetland classifications under the current Vermont Department of Environmental Conservation ("DEC") Vermont Wetland Rules ("VWR") will be assessed, and VHB assumes that any prior wetland delineations or VWR determinations on the tract are expired or not applicable. Coincident with wetland/waters delineation work, the Consultant will conduct a survey for potential vernal pools within the Study Area. The survey will identify potential areas that may meet the criteria defined by the USACE, New England District definition of vernal pool fauna, combined with the VT Natural Heritage Inventory ("NHI") parameters. If present, potential vernal pool limits will be flagged and GPS-located, and the pertinent data collected to describe abiotic features of the pool and surrounding envelope. Since fieldwork would fall outside of the appropriate Spring survey season (typically, March to late May in most years), subsequent detailed confirmation surveys may be required. The Consultant assumes the potential presence of vernal pools is low, and delineation fieldwork can be completed by a two-person team in two days. Due to GPS receiver accuracy challenges associated with work at steep slopes and in areas of overhead obstructions, the Consultant will use a total station survey instrument to locate the delineation flagging and the estimated extent of sedimentation.

Rare, Threatened, and Endangered Species

The Consultant will conduct a Natural Heritage Inventory ("NHI") 1-mile database review of Vermont natural heritage Element Occurrences ("EO") for RTE plants, and Rare and Irreplaceable Natural Areas ("RINA"), as well as a U.S. Fish and Wildlife Service ("USFWS") database review for federal listed species. VHB will conduct a targeted search of suitable habitats for any listed Threatened or Endangered (Vermont or Federally listed) plant species which could occur within the Project Area, or otherwise rare species known from the site, during the wetlands/waters delineation. The Consultant assumes the survey can be completed within one survey window period (assumed to be September 2021), and not require multiple surveys over different survey windows. Following the survey, if Rare, Threatened, and Endangered ("RTE") plants have been identified on site, VHB will provide an electronic mail to the Agency of Natural Resources ("ANR") Botanist to summarize the findings and determine if a site visit is necessary. This task does not include additional coordination with ANR, including a site visit or any further development of impact avoidance or minimization measures for identified plants. The survey does not include those for protected animal species. The plant survey assumes developed, disturbed, or maintained areas will not require survey. The Consultant assumes that no Necessary Wildlife Habitat is present within the Project areas.

Environmental Information Document

The Consultant will prepare an Environmental Information Document ("EID") to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact ("FONSI") in accordance with the National Environmental Policy Act. The Consultant will assist the City in conducting a warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

Task 150: Preliminary Engineering Report (PER)

The Consultant will develop a single PER document for Priority Group 1 outfalls with draft submittals at 30%, 60%, and 90% completion. The PER will include the following seven sections and appendices:

1. Project Planning
2. Existing Facilities

3. Need for Project
4. Alternatives Considered
5. Selection of an Alternative
6. Recommended Project
7. Conclusions

The PER will be developed in phases as field investigation is completed and data becomes available. It is anticipated that sections 1 through 3 will be developed at 30%, section 4 will be developed at 60%, and the remaining section 5 through 7 will be completed at 90%. Alternatives considered will include alternatives from the “City Stormwater Outfall Assessment Report” as well as up to three alternatives developed by the Consultant per outfall location. Engineering Plans will be developed to approximately 30% design level. Comments received from the City and DEC at the 90% submittal will be incorporated into a Final PER.

Task 160: WR 7.0 Environmental Due Diligence Desktop Review

To support the evaluation of WR 7.0 Options 1 and 2, the Consultant will perform an Environmental Due Diligence Desktop Review (“Desktop Review”) of the WR 7.0 project area and its immediate surroundings to identify potential locations where existing soil or groundwater contamination may be present and where special contaminant management plans may be needed during construction. The Desktop Review will include review of existing environmental investigation reports for state listed hazardous sites in the area, as well as an environmental records search to check federal and state environmental databases within specific search radii of the Project Area. No soil sampling or testing is proposed during the Desktop Review. This Desktop Review is not intended to replace analytical confirmatory data, but instead is to serve as a preliminary evaluation of how the Project Area may have potentially been adversely impacted by contamination. A technical memorandum (memo) will be developed and attached to the PER to document the Desktop Review. The memo will include an environmental engineer’s professional opinion regarding the possibility of encountering contaminated material during construction and methods that should be considered to proactively consider special material management protocols or limited pre-characterization efforts (if warranted), prior to construction.

Task 170: Meetings

The Consultant will attend five (5) meetings to include the following:

1. Meeting with the City to evaluate scoring matrix/assessment methods to be applied to Group 1, 2, and 3 tasks.
2. Initial meeting with DEC to discuss project scope and funding source.
3. 30% PER planning meeting with the City and DEC.
4. 60% PER planning meeting with the City and DEC.
5. 90% PER planning meeting with the City and DEC.

Monthly coordination meetings for Phases 1, 2, and 3 tasks will occur concurrently and are carried under Task 350.

Critical Outfall Priority Group 2, Step 1: Planning/Preliminary Design

Work under this phase will include preparation of a Preliminary Engineering Report (PER) during the Planning/Preliminary Design Phase for the critical outfall WR11 (Asset ID TO-0104) and IV5 (Asset ID TO-0022).

Task 210: Project Initiation, Site Visits, and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 2 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls, the City Stormwater outfall Assessment Report dated March 21, 2019, applicable sections of the FY20 Slope Inspections Report, and other relevant available information. The Consultant will develop a safety plan for site visits, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will conduct site visits at both Priority Group 2 outfalls. Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task.

Task 220: Existing Conditions Survey

The Consultant will perform field survey and related tasks to develop a Topographic Survey of the Group 2 Project limits. VHB will produce a base plan of the current Project conditions in AutoCAD format depicting site features, existing utilities, and one-foot contour lines. The horizontal datum will be referenced to the Vermont State Plane Coordinate System NAD83(2011) and the vertical datum will be referenced to NAVD88. This task includes the following:

- › Topographic Survey: the survey area will be comprised of approximately three (3) acres total area. The survey will include the locations of such features as: top and bottom of slopes, drainage channels, stone outfall protection, roadway and driveway locations, buildings, curb locations, tree lines, fences, wetland delineations, and other relevant features. Contour data will be supplemented with available aerial topography.
- › Quality Level C (QL-C) - Utility Record Survey & Physical Survey: VHB will perform Quality Level D (QL-D) research at the public and private utility agencies servicing the area. Existing record utilities such as gas, water, cable, etc. will be shown on the base plan from these record drawings, surface observable evidence collected during the topographic survey (such as gate valves or hydrants and any utility paint markings). Underground drain and sewer lines will be field located where observed. Invert elevations, pipe size, pipe type, and direction of flow will be field located, where accessible. Additional drain and sewer structures outside of the topographic survey area will also be included in the underground utility survey.
- › A minimum of 3 horizontal survey control points and 2 vertical benchmarks will be installed for future use by a construction contractor.
- › Approximate existing Right-of-Way and property lines will be included based on best available parcel mapping information.
- › The natural resource delineations of Task 240 below will be incorporated into the existing conditions plans upon completion of the field work associated with that task.

Task 230: Geotechnical Analysis by Sanborn Head

VHB will subcontract with Sanborn, Head & Associates for the below scope of services:

- › Desktop Study and Project Scoping
 - Perform a site visit to review conditions
 - Review available subsurface data and previous reports.
 - Develop geotechnical exploration and analysis scope
- › Utility Clearance and Coordination
 - Mark out proposed boring locations and notify DigSafe
 - Coordinate with drilling subcontractor, property owner, and City.
- › Subsurface Exploration Program
 - Subcontract driller to advance one (1) test boring at the crest of the slope (near WR11) to a depth between 60 and 100 feet bgs and install groundwater monitoring well.
 - Perform hand auger borings on slope face in vicinity of Outfall WR11 and erosion features.
 - Perform hand augers in vicinity of Outfall IV5 to determine depth of bedrock.
- › Laboratory Analysis
 - Perform up to four (4) sieve analyses and four (4) Atterberg Limits tests on soil samples from borings.
- › Slope Stability Analysis
 - Model existing slope (at Outfall WR11) based on obtained subsurface data and topographic survey
 - Evaluate existing and proposed conditions for factor of safety for global stability
- › Geotechnical Engineering Report
 - Prepare a Geotechnical Engineering Report that summarizes our subsurface exploration program, laboratory program, and slope stability analyses.
 - Provide geotechnical engineering recommendations regarding the different proposed repair options and for design and construction of the proposed repair.
- › Project Meetings and Supplemental Recommendations
 - Participate in design team meetings with Client and City and provide supplemental recommendations, if needed.

Task 240: Natural Resource Assessment and Environmental Information Document (EID)

The Consultant will conduct a detailed wetland and waters delineation within Priority Group 2 project areas in Spring / Summer of 2024. Wetland delineations will be conducted according to the technical criteria contained in the United States Army Corps of Engineers (“USACE”) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region; streams will be delineated using the methodologies in the Vermont Agency of Natural Resources’ Guidance for Agency Act 250 and Section 248 Comments Regarding Riparian Buffers. Resource boundaries will be flagged, USACE data (vegetation, soils, and hydrology) will be collected, wetland functions and values will be assessed, physical stream parameters will be assessed, and resources will be photo-documented. Any existing culverted sections of delineated streams will be field mapped (as observable/accessible), to include type, size and location of culvert inlets and outlets as they connect with adjacent stream segments. Proposed wetland classifications under the current Vermont Department of Environmental Conservation (“DEC”) Vermont Wetland Rules (“VWR”) will be assessed, and VHB assumes that any prior wetland delineations or VWR determinations on the tract are expired or not applicable. Coincident with wetland/waters delineation work, the Consultant will conduct a survey for potential vernal pools within the Study Area. The survey will

identify potential areas that may meet the criteria defined by the USACE, New England District definition of vernal pool fauna, combined with the VT Natural Heritage Inventory (“NHI”) parameters. If present, potential vernal pool limits will be flagged and GPS-located, and the pertinent data collected to describe abiotic features of the pool and surrounding envelope. Since fieldwork would fall outside of the appropriate Spring survey season (typically, March to late May in most years), subsequent detailed confirmation surveys may be required. The Consultant assumes the potential presence of vernal pools is low, and delineation fieldwork can be completed by a two-person team in two days. Due to GPS receiver accuracy challenges associated with work at steep slopes and in areas of overhead obstructions, the Consultant will use a total station survey instrument to locate the delineation flagging and the estimated extent of sedimentation.

Rare, Threatened, and Endangered Species

The Consultant will conduct a Natural Heritage Inventory (“NHI”) 1-mile database review of Vermont natural heritage Element Occurrences (“EO”) for RTE plants, and Rare and Irreplaceable Natural Areas (“RINA”), as well as a U.S. Fish and Wildlife Service (“USFWS”) database review for federal listed species. VHB will conduct a targeted search of suitable habitats for any listed Threatened or Endangered (Vermont or Federally listed) plant species which could occur within the Project Area, or otherwise rare species known from the site, during the wetlands/waters delineation. The Consultant assumes the survey can be completed within one survey window period (assumed to be September 2021), and not require multiple surveys over different survey windows. Following the survey, if Rare, Threatened, and Endangered (“RTE”) plants have been identified on site, VHB will provide an electronic mail to the Agency of Natural Resources (“ANR”) Botanist to summarize the findings and determine if a site visit is necessary. This task does not include additional coordination with ANR, including a site visit or any further development of impact avoidance or minimization measures for identified plants. The survey does not include those for protected animal species. The plant survey assumes developed, disturbed, or maintained areas will not require survey. The Consultant assumes that no Necessary Wildlife Habitat is present within the Project areas.

Environmental Information Document

The Consultant will prepare an Environmental Information Document (“EID”) to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact (“FONSI”) in accordance with the National Environmental Policy Act. The Consultant will assist the City in conducting a warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

Task 250: Preliminary Engineering Report (PER)

The Consultant will develop a single PER document for Priority Group 2 outfalls with draft submittals at 30%, 60%, and 90% completion. The PER will include the following seven sections and appendices:

1. Project Planning
2. Existing Facilities
3. Need for Project
4. Alternatives Considered
5. Selection of an Alternative
6. Recommended Project
7. Conclusions

The PER will be developed in phases as field investigation is completed and data becomes available. It is anticipated that sections 1 through 3 will be developed at 30%, section 4 will be developed at 60%, and the remaining section 5 through 7 will

be completed at 90%. Alternatives considered will include alternatives from the “City Stormwater Outfall Assessment Report” as well as up to three alternatives developed by the Consultant per outfall location. Engineering Plans will be developed to approximately 30% design level. Comments received from the City and DEC at the 90% submittal will be incorporated into a Final PER.

Task 260: Environmental Due Diligence Desktop Review (Not in Contract)

Environmental Due Diligence Desktop Review (“Desktop Review”) of the WR11 and IV5 project areas is Not in Contract. Currently, a Desktop Review of the Group 2 areas does not appear to be necessary. A proposal for these services can be provided if required.

Task 270: Meetings

The Consultant will attend four (4) meetings to include the following:

1. Initial meeting with DEC to discuss project scope and funding source.
2. 30% PER planning meeting with the City and DEC.
3. 60% PER planning meeting with the City and DEC.
4. 90% PER planning meeting with the City and DEC.

Monthly coordination meetings for Phases 1, 2, and 3 tasks will occur concurrently and are carried out under Task 350.

Critical Outfall Priority Group 3, Step 1(a): Outfall Assessments and Priority Group 3 Assignment and Conceptual Design

Work under this phase will include the assessment of all approximately 260 stormwater outfalls within the City, developing a risk-based prioritization list from the findings and identifying a third group of critical outfalls needing immediate or midterm repair from the list.

Task 310: Project Initiation and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 3 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls and previous inspection records. The Consultant will also coordinate with the City of Burlington regarding the high priority outfalls. Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task. ~~A project kickoff with the City will occur concurrently with the kickoff under Task 110.~~

Task 320: Updates to Outfall Rating System and GIS Application

The City of Burlington previously completed 22 outfall assessments within the City. The Consultant will evaluate the previously utilized evaluation and rating procedures and in collaboration with the City may recommend additional or alternate evaluation and scoring criteria and/or methodology.

The Consultant is planning to collect field data electronically in order to streamline data management. This will allow the data to be included in the City's geodatabase and allow the inspection forms and pictures to be attached to a particular asset. The Consultant will work with the City of Burlington's GIS group to incorporate applicable criteria. This may include items such as erosion, structural integrity, headwall and outfall condition, pipe material, size, alignment, etc. The Consultant has assumed budget for one in-person meeting to discuss the Outfall Rating System.

The Consultant will submit the draft rating system to the City of Burlington for one round of review and comments. The Consultant will update the rating system accordingly after receiving the City's comments. The Consultant has assumed 5 hours of coordination with the City of Burlington's GIS department to update the GIS Application. It is assumed that all application updates will be completed by the City of Burlington.

Task 330: Outfall On-site Evaluations and Field Data Collection

The City of Burlington has identified 260 City-owned outfalls to evaluate. The Consultant will develop a safety plan, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will visit the 260 outfalls with one civil engineer and one civil designer to evaluate the following criteria of each outfall:

- › Outfall shape, size, material
- › Headwall/Outfall Condition
- › Outfall Deterioration
- › Structural Condition of Pipe
- › Joints and Seams

- › Footings
- › Apron/scour protection
- › Immediate maintenance items
- › Evidence of scour, debris trapping, or flooding

Field data will be collected in electronic format via a tablet or smartphone in the field. Data will be downloaded directly to the City's GIS geodatabase. The Consultant has assumed 1120 hours for this task which is based on the assumption that an average of 5 outfalls can be visited per day, and 3 hours per field day to prepare for field visits, coordination with the City of Burlington, and follow-on in-office assessment. The Consultant will document each outfall with photographs.

Task 340: Outfall Evaluation Technical Report and Prioritization

The Consultant will prepare an outfall evaluation technical report and prioritization of the approximately 260 city-owned outfalls. This report will:

- › Summarize background information
- › Outline GIS data collection methods
- › Present outfall evaluation findings
- › Outline immediate maintenance items, including CCTV needs
- › Present criteria for prioritization for capital improvements (repairs or replacements)
- › Provide recommendations for capital improvements
- › Provide prioritization of capital improvements

The Consultant will provide the report to the City of Burlington for one round of review and comments. The Consultant will update the report based on the City's comments. The Consultant will provide an electronic copy as the final deliverable. Hard copies are available upon request.

Task 350: Meetings

The Consultant will attend seven meetings total with three Consultant staff members. One meeting with City GIS staff to coordinate use of the City's existing GIS collector software (assumed to be VUEworks, ArcGIS Collector, Survey123, or similar form-centric ArcGIS application), and six monthly status meetings with the City.

Assumptions:

This proposal is based on the following assumptions and limitations:

1. Boundary survey or research not included
2. Traffic and parking control during site investigations and survey is provided by DPW
3. Scope assumes DPW performs all public outreach, neighbor coordination/resolution, and local meeting attendance
4. Oil and Hazardous Materials (“OHM”), soils contamination, and other potential hazard assessments are not included
5. Visual Impact and Aesthetics assessments are not included
6. Cultural, Historical, Traffic, and Archeological assessments or permitting are not included
7. No environmental permitting services will be conducted by the Consultant at this time. A proposal for these services will be provided as part of a future amendment.
8. Permit application fees of any kind are not included
9. Existing utility locations depicted on the drawings will be a compilation of information provided by the Client and surface observable utilities collected during field survey (no SUE, potholing, GPR, or camera work assumed)
10. Geotechnical analysis, design, or retaining wall design are not included, except as described above
11. The Consultant will visit and evaluate a total of 260 city-owned outfalls.
12. The Consultant has not verified the ability to access each outfall. It may take longer to access some outfalls due to restrictions and accordingly the work hour estimate and proposed fee for Task 330 is approximate and based on an assumed evaluation rate of 5 outfalls per work day.
13. The Consultant will be utilizing a previously created field collection data application. The Consultant will recommend updates to the previous application as part of Task 320 and incorporate updates prior to the start of field evaluations.
14. The City of Burlington will provide an electronic version (preferably in Excel) of all field data collected from the prior evaluations.
15. The City of Burlington will be responsible for creating electronic work orders for the 260 outfalls.
16. The Consultant is relying on the accuracy and location of outfalls in the City of Burlington GIS data layers and shall not be liable for utilizing incorrect or inaccurate data.
17. Outfall evaluation may require a CCTV inspection to fully evaluate the condition of the outfall. The number of outfalls that may require a CCTV inspection is currently unknown. CCTV inspection is not included, a proposal for this service can be provided if required. Alternately the City may elect to perform CCTV inspection utilizing City staff and equipment.

Schedule (to be confirmed during task 110):

Milestone Date	Priority Group 1 <i>WR7 (Asset ID TO-0097)</i>	Priority Group 2 <i>WR11 (Asset ID TO-0104) & IV5 (Asset ID TO-0022)</i>	Priority Group 3 (Outfall Assessments)
February 2024	Draft <i>Step 1</i> Planning Agreements, CWSRF Loan Application, DEC Coordination, Conduct Review of Outfall Condition Assessment Tool		
April 2024 (or as weather permits)	<i>Step 1</i> Conduct Site Visit (1) and Gather Additional Field Data		
April 2024 (or as weather permits)	<i>Step 1</i> Update the Risk of Failure and Consequence Condition Assessment	<i>Step 1</i> Conduct Site Visits (2) and Gather Additional Field Data	<i>Step 1</i> Conduct Site Visits to all remaining City Outfalls (260+) and Collect Field Data Utilizing GIS Data Collection
May 2024	<i>Step 1</i> Identify and Conduct Needed Additional Studies (Topographic Surveys, Geotechnical, Wetlands, etc.)	<i>Step 1</i> Update the Risk of Failure and Consequence Condition Assessment	
July 2024	<i>Step 1</i> Develop a Preliminary Engineering Report (PER) making 30%, 60%, 90%, and Final Submittals	<i>Step 1</i> Identify and Conduct Needed Additional Studies (Topographic Surveys, Geotechnical, Wetlands, etc.)	
September 2024	<i>Step 1</i> Prepare an Environmental Information Document (EID) for Categorical Exclusion or Finding of No Significant Impact (FONSI)	<i>Step 1</i> Develop a Preliminary Engineering Report (PER) making 30%, 60%, 90%, and Final Submittals	
October 2024	<i>Step 1</i> - Final PER Complete	<i>Step 1</i> Prepare an Environmental Information Document (EID) for Categorical Exclusion or Finding of No Significant Impact (FONSI)	
November 2024		<i>Step 1</i> - Final PER Complete	<i>Step 1</i> Conduct Risk-Based Prioritization and Identify Critical Outfalls as Priority Group 3

Fee:

The Consultant's Services described in above include salary costs, indirect costs, 10% net fee, 10% subconsultant markup, and direct expenses as described on the attached scoping workbook summary table.

Resolution Relating to

AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALL (TO-0097) REPAIR

RESOLUTION_____

Sponsor(s): _____
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Three

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

1 That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and
6 WHEREAS, in order to advance repair of a known high risk outfall (TO-0097) located in the vicinity
7 of 505 Riverside, preliminary engineering efforts are needed (the “Project”); and
8 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
9 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
10 WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to
11 exceed \$105,000 including project contract scope contingency and City staff time which is eligible for
12 reimbursement; and
13 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
14 Loan; and
15 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
16 to 5 years at 0% interest; and
17 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
18 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
19 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
20 project for which the planning loans are used; and
21 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
22 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter
23 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for
24 the financing of a Loan in a principal amount not to exceed \$105,000 (the “Loan”) subject to final review and
25 approval by the Chief Administrative Officer and City Attorney; and

Resolution Relating to

**AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PRELIMINARY ENGINEERING OF STORMWATER
OUTFALL (TO-0097) REPAIR**

26 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
27 an Engineering Services Agreement with VHB for an amount not to exceed \$100,000, and further authorize any
28 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
29 and approval by the City Attorney's Office; and

30 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
31 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
32 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
33 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
34 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
35 deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or
36 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's
37 Office or Bond Counsel to the City; and

38 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
39 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
40 documents (and other ancillary documents other than the loan application or loan agreements): Department of
41 Public Works Water Resources Division Director Megan Moir.

Resolution Relating to

AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALLS (TO-0104 and TO-0022)
REPAIR

RESOLUTION_____

Sponsor(s):
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Three
Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and
6 WHEREAS, in order to advance repair of two known high risk outfall locations (TO-0104 and TO-
7 0022) located along Riverside Avenue and VT-127 respectively, preliminary engineering efforts are needed
8 (the “Project”); and
9 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
10 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
11 WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to
12 exceed \$95,000 including project contract scope contingency and City staff time which is eligible for
13 reimbursement; and
14 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
15 Loan; and
16 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
17 to 5 years at 0% interest; and
18 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
19 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
20 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
21 project for which the planning loans are used; and
22 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
23 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.SA. Chapter
24 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for

Resolution Relating to

**AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PRELIMINARY ENGINEERING OF STORMWATER
OUTFALLS (TO-0104 and TO-0022) REPAIR**

25 the financing of a Loan in a principal amount not to exceed \$95,000 (the “Loan”) subject to final review and
26 approval by the Chief Administrative Officer and City Attorney; and

27 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
28 an Engineering Services Agreement with VHB for an amount not to exceed \$90,000 and further authorize any
29 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
30 and approval by the City Attorney’s Office; and

31 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
32 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
33 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
34 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
35 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
36 deem necessary and in the City’s best interest; and (iv) such other documents and instruments necessary or
37 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney’s
38 Office or Bond Counsel to the City; and

39 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
40 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
41 documents (and other ancillary documents other than the loan application or loan agreements): Department of
42 Public Works Water Resources Division Director Megan Moir.

Resolution Relating to

AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PLANNING OF FUTURE STORMWATER
OUTFALL REPAIRS

RESOLUTION_____

Sponsor(s): _____
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Three

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1 That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and
6 WHEREAS, in order to continue the risk based condition assessment of the City’s remaining outfalls
7 and understand the future capital investments needed, planning efforts must be completed (the “Project”); and
8 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
9 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
10 WHEREAS, the planning of the Project is estimated to cost a total amount not to exceed \$315,000
11 including project contract scope contingency and City staff time which is eligible for reimbursement; and
12 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
13 Loan; and
14 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
15 to 5 years at 0% interest; and
16 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
17 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
18 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
19 project for which the planning loans are used; and
20 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
21 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter
22 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for
23 the financing of a Loan in a principal amount not to exceed \$315,000 (the “Loan”) subject to final review and
24 approval by the Chief Administrative Officer and City Attorney; and

Resolution Relating to

**AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PLANNING OF FUTURE STORMWATER OUTFALL
REPAIRS**

25 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
26 an Engineering Services Agreement with VHB for an amount not to exceed \$300,000, and further authorize any
27 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
28 and approval by the City Attorney's Office; and

29 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
30 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
31 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
32 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
33 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
34 deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or
35 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's
36 Office or Bond Counsel to the City; and

37 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
38 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
39 documents (and other ancillary documents other than the loan application or loan agreements): Department of
40 Public Works Water Resources Division Director Megan Moir.

Board of Finance and City Council Submission Checklist

Department: Public Works/ WRD Submitter: Kate Komorowski/ Megan Moir
Clean Water Resiliency Plan – Loan and Contract Authorization for the
Stormwater Outfall Improvements Projects: Preliminary Engineering Phase for Critical
 Title/Subject: Outfall Priority Groups 1 & 2 and Planning and Preliminary Engineering for Group 3

	Approval:	Meeting Date:
☐	Board of Finance	12/4/2023
☐	City Council	12/11/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/27/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	11/27/2023	Jordan Redell
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/29/2023	PFC (Bond counsel) also reviewed the resolutions on 11/23/23
CAO has reviewed budget, financing, and memo	Yes	11/28/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

Resolution Relating to

AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PLANNING OF FUTURE STORMWATER
OUTFALL REPAIRS

RESOLUTION_____

Sponsor(s): _____
Introduced: _____
Referred to: _____
Action: _____
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Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Three

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6 WHEREAS, in order to continue the risk based condition assessment of the City’s remaining outfalls
7 and understand the future capital investments needed, planning efforts must be completed (the “Project”); and
8 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
9 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
10 WHEREAS, the planning of the Project is estimated to cost a total amount not to exceed \$315,000
11 including project contract scope contingency and City staff time which is eligible for reimbursement; and
12 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
13 Loan; and
14 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
15 to 5 years at 0% interest; and
16 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
17 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
18 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
19 project for which the planning loans are used; and
20 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
21 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter
22 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for
23 the financing of a Loan in a principal amount not to exceed \$315,000 (the “Loan”) subject to final review and
24 approval by the Chief Administrative Officer and City Attorney; and

Resolution Relating to

**AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PLANNING OF FUTURE STORMWATER OUTFALL
REPAIRS**

25 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
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33 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
34 deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or
35 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's
36 Office or Bond Counsel to the City; and

37 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
38 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
39 documents (and other ancillary documents other than the loan application or loan agreements): Department of
40 Public Works Water Resources Division Director Megan Moir.



MEMORANDUM

TO: Board of Finance / City Council

FROM: Kate Komorowski, Water Resources Engineer
Megan Moir, Water Resources Division Director
Chapin Spencer, Director of Public Works

DATE: December 4, 2023 / December 11, 2023

RE: Clean Water Resiliency Plan – Loan and Contract Authorization for the
Stormwater Outfall Improvements Projects:
Preliminary Engineering Phase for Critical Outfall Priority Groups 1 & 2
and Planning and Preliminary Engineering for Group 3

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks authorization, through the attached resolutions and motion, to apply for Step I: Planning/ Preliminary Engineering Clean Water State Revolving Fund ("CWSRF") loans in an aggregate amount up to \$515,000 to support planning and preliminary engineering for various stormwater outfall repair and assessment projects throughout the City, to execute engineering services agreements with Vanasse Hangen Brustlin ("VHB") in an aggregate amount up to \$490,000, and to designate the Mayor and appropriate City staff to execute associated documents.

BACKGROUND

The city operates two separate types of collection systems: 1) the combined sewer system which conveys collected flows to one of three wastewater treatment plants, and 2) the separate stormwater system which collects and directs rainwater, snowfall, other forms of precipitation and runoff through a conveyance network to an outfall. An outfall is a point source where a separate stormwater system discharges either to Waters of the United States or an open channel, water body or other stabilized receiving structure. Stormwater outfalls represent a substantial portion of the infrastructure associated with Burlington's stormwater collection system. These outfalls were installed throughout the 19th and 20th centuries, in many cases using materials like corrugated metal. Increased storm flows from expanding impervious surfaces, coupled with environmental exposure and winter salt impacts have caused many of these pipes and outfall areas to deteriorate over time. Because these outfalls were often installed in locations that were not suitable for development (i.e. at the bottom of steep banks and ravines) - they can be challenging and very costly to repair.

On November 6, 2018, the City passed a revenue bond vote for the Clean Water Resiliency Plan. The plan included approximately \$10 million of investments for

stormwater infrastructure improvements. The proposed improvements included planning, final design and construction of repairs to failing stormwater outfalls.¹

This memorandum focuses on the next steps in continuing to advance repair of existing known failing stormwater outfalls and continuing to assess the remainder of the City's stormwater outfalls for prioritization of future investment.

Over the last several years, under the Clean Water Resiliency Plan, the City has started an asset management program for the strategic repair of damaged or eroding stormwater outfalls. As part of an initial phase of Stormwater outfall assessments conducted in 2018/2019, 22 known damaged or eroding City outfalls were reviewed, rated for risk and consequence of failure and placed on a priority list. Three of these outfalls have been or are being addressed via other means (the North Ave outfall which failed last year and required emergency repairs and 2 outfalls serving the Burlington High School site that will be part of the High School project). Improvements for the next three critical outfalls located along Manhattan Drive were evaluated and design plans have progressed with construction currently slated for calendar year 2024. Board of Finance and City Council approved the (final design + construction) loan for that repair project in 2021 for \$1,196,000.

This next step is intended to continue to address known high risk stormwater outfalls and to continue to gather information about other outfalls to aid in a comprehensive asset management-based approach to addressing our aging stormwater infrastructure. This comprehensive project is being broken up into three sub-projects to ensure that the known high-risk outfalls (Group 1 and 2) can proceed to construction when ready and that the Group 3 assessment and preliminary engineering can proceed on a parallel, but slightly slower track. Proposed loan amounts include contingency to allow for any necessary changes to the scope of the project that may arise.

Critical Outfall Priority Group 1 consists of preliminary engineering design of repairs or improvements to outfall TO-0097, located along Riverside Avenue near the intersection with Intervale Road. Depending on the final costs and bids for this project and for other stormwater projects, such as a large combined sewer overflow reduction tank, this outfall may be able to leverage remaining 2018 voter authorization to be able to construct this project. If not, this preliminary report will provide the concrete data necessary for an upcoming infrastructure bond vote (likely in November 2024) and will allow for the project to progress to Final Design (Step II). Proposed Step I Loan: Up to \$105,000.

Critical Outfall Priority Group 2 consists of preliminary engineering design of repairs or improvements to outfalls TO-0104 also located along Riverside Avenue, further to the east from TO-0097, and TO-0022 which conveys stormwater along Route 127. This work will not progress to final design (Step II) until the assessment of the remaining City outfalls (Group 3 below) is substantially completed, given that there could be higher priority

¹ Proposed projects are itemized in the Board of Finance Memorandum dated September 5, 2018 located here: <http://www.burlingtonvt.gov/sites/default/files/bof%20memo.pdf>

outfalls that are identified as part of that comprehensive work. That said, based on previous assessments, it is currently believed that these outfalls are indeed the highest risk after Group 1. This effort will provide data to inform the November 2024 infrastructure bond vote. Proposed Step I Loan: Up to \$95,000.

Critical Outfall Priority Group 3 consists of assessing the condition of the remainder of the City's 260+ outfalls, assigning a criticality/risk score (consequence of failure x likelihood of failure), providing some conceptual cost estimates to inform the likely 2024 voter authorization request and completing preliminary engineering for the highest risk outfalls from this grouping. This effort will provide data to determine whether there are additional high-risk outfalls that need to be addressed in the near term and will require consideration in a 2024 infrastructure bond vote or which need to be monitored, but could reasonably be addressed at a later date. Proposed Step I Loan: Up to \$315,000.

STORMWATER CONSULTANT PROCUREMENT AND CONTRACTING:

On February 12, 2021 Burlington Water Resources Division issued a RFQ – Engineering Services for City of Burlington Outfall Improvement Projects.

The WRD closely followed the Clean Water State Revolving Fund (CWSRF) procurement requirements for engineering services in accordance with 40 U.S.C. § 1101-1104, which requires public issuance of a RFQ and negotiation of contracts using a qualifications-based selection (QBS) process. Please see Appendix A for details on the procurement of the proposed firm for the project and the RFQ for this project. The RFQ allows the City to request proposals for additional phases of work under the original RFQ.

Following the selection of the top qualified consultant for the project, staff worked to develop a draft scope of work and initial cost estimate for the consultant's work on the project and/or project phase identified in this memo (See Appendix B).

PROJECT COST AND LOAN SUMMARY:

All of the project costs will be funded through the CWSRF program. The following summary table outlines the maximum contract and CWSRF loan amounts WRD is seeking approval for. The loan amounts include an allowance for City staff time which is reimbursable through the project and eligible for loan forgiveness if awarded to the project. WRD has estimated a NTE value for our loan application to ensure there is adequate contingency to make reasonable scope of work adjustments during the final review of the scope by the VTDEC.

Critical Outfall Priority Group 1 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 1	\$100,000	Step I Planning Loan (TOTAL NTE \$105,000)
DPW Staff Engineering NTE	\$5,000	

Critical Outfall Priority Group 2 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 2	\$90,000	Step I Planning Loan (TOTAL NTE \$95,000)
DPW Staff Engineering NTE	\$5,000	

Critical Outfall Priority Group 3 Step I Loan

Contract	Estimated Cost	Loan Type
VHB Stormwater Outfall Improvement Projects – Priority Group 3	\$300,000	Step I Planning Loan (TOTAL NTE \$315,000)
DPW Staff Engineering NTE	\$15,000	

This represents a total overall borrowing amount not to exceed \$515,000. The above project will also each be eligible for up to \$100K of planning/design subsidy (loan forgiveness), though there is typically a cap of \$250,000 per year per municipality that will come into play.

Step I loans are 0% interest loans and, assuming the project proceeds towards construction, do not usually go into repayment on their own. Rather, they are rolled into the Step II (also 0% interest) and eventually rolled into the construction loan (Step III) which has a low 2% administrative cost. If a project completely stalls or hits a dead end, then Step I and II loans may go into repayment eventually, with repayment periods in the 5 – 10 year range depending on the size of the loan. Step I and Step II loans, on their own, do not require voter authorization per Vermont Statute – however previous Step I and Step II costs must be considered when seeking voter authorization for Step III construction funding.

As mentioned above, the only sub-project that is likely to proceed to construction in the near term with the existing 2018 voter authorization is the Priority Group 1 outfall, and

that is only if there is sufficient remaining 2018 authorization after other high priority projects proceed such as the Callahan Combined Sewer Storage Tank. The earliest this project would complete construction is likely FY26, and repayment would not begin until one year after completion, in FY27.

Thank you for your consideration of this request.

ATTACHMENTS

- Appendix A:
 - o A.1. Consultant Procurement Summary
 - o A.2. Stormwater Outfall Improvement Projects Request for Statement of Qualifications.
- Appendix B: Stormwater Outfall Improvement Projects Draft Engineering Services Agreement Scopes of Work
- Appendix C: Draft Resolutions

MOTION

DPW requests that the Board of Finance and City Council approve the following motions:

Board of Finance:

1. "To approve and recommend that the City Council waive the reading and adopt the attached resolutions."

City Council:

1. "To waive the reading and approve and adopt the attached resolutions."

Appendix A: Consultant Procurement Summary

Engineering Services for City of Burlington Outfall Improvement Projects

Water Resources issued a Request for Statements of Qualifications (RFQ) on February 12, 2021 for qualified consultants to assist with condition assessments and engineering tasks associated with the City of Burlington Outfall Improvement Projects. An RFQ was drafted, approved by the Attorney's Office and posted on both the City RFP and State construction websites. There were six SOQs received and four technical staff members at Water Resources ranked the SOQs based on technical capacity of the consulting team. Below are the consultants that provided SOQs for review:

Consultants
AES Northeast
D&K
Stantec
VHB
Weston & Sampson
Wright-Pierce

Based on the ranking criteria, the Vanasse Hangen Brustlin, Inc. ("VHB") proposal was ranked the highest. VHB is a well-qualified engineering team with experience on similar projects. It is the staff's recommendation to award contracts to VHB for condition assessments and engineering tasks associated with the City of Burlington Outfall Improvement Projects. We anticipate additional engineering service amendment will be issued to VHB for more Outfall Improvement Projects. The CWSRF program allows engineering contracts to generally be amended for up to 5 years.

City of Burlington
Department of Public Works
Water Resources Division
235 Penny Lane
Burlington, VT 05401



Chapin Spencer
Public Works Director

Megan J. Moir
Asst. Director of Water Resources

REQUEST FOR QUALIFICATIONS IN ENGINEERING SERVICES FOR CITY OF BURLINGTON OUTFALL IMPROVEMENT PROJECTS

Date of Issuance: Friday February 12, 2021

Issued by: City of Burlington Department of Public Works
Water Resources Division

Due Date for Questions: Friday, February 26, 2021

Due Date for Statement of Qualifications: Friday March 5, 2021 4:00 PM

Project Contact: Kate Komorowski, Water Resources Engineer
kkomorowski@burlingtonvt.gov
(802) 233-0022

Request for Qualifications

Engineering Services for the City of Burlington Outfall Improvement Projects

I. Overview

The City of Burlington (“City”) Department of Public Works Water Resources Division issues this Request for Qualifications, seeking qualified engineering firms to assist with condition assessment and engineering tasks associated with the City of Burlington Outfall Improvement Projects (“Projects”).

Interested firms should submit Statements of Qualifications (“SOQ”) detailing the firms’ qualifications, technical expertise, management and staffing capabilities, references, and related prior experience. Required professional services will include but are not limited to condition and safety assessment of existing structures (including geotechnical assessments related to overall slope stability), hydrologic/hydraulic modeling, planning, preliminary engineering, design and construction-related services.

The proposed Projects may be undertaken using loan financing from the Vermont Clean Water State Revolving Fund (“CWSRF”) and all work shall be performed in accordance with the requirements of the CWSRF program and the regulations issued by such agencies and the State of Vermont. The project will utilize EJCDC documents.

II. Background

On November 6, 2018, the City passed a Bond Vote for the Clean Water Resiliency Plan. The plan includes approximately \$10 million of investments for stormwater infrastructure improvements.

The improvements include planning, final design and construction of a diverse array of new green infrastructure, repair of existing failing stormwater outfalls and rehabilitation of stormwater pipes. Proposed projects are itemized in the Board of Finance Memorandum dated September 5, 2018 located here:

<http://www.burlingtonvt.gov/sites/default/files/bof%20memo.pdf>

Over the last several years, under the Clean Water Resiliency Plan, the City has developed an asset management program for the strategic repair of damaged or eroding stormwater outfalls. As part of the previous Stormwater Outfall Assessment Project, 22 damaged or eroding City outfalls were reviewed, rated for risk and consequence of failure and placed on a priority list. Improvements for the top three critical outfalls were evaluated and progressed. The City of Burlington Outfall Improvement Projects described herein will be phased. Please note that work on Priority Group 1 is currently underway, and therefore not subject to this request.

- Phase 1 – Priority Group 2 will include development of a PER, design and construction for the second group of priority outfalls identified in the previously developed priority list.

- Phase 2 – Priority Group 3 will include the assessment of all 260+ stormwater outfalls within the City, developing a risk-based prioritization list from the findings and identifying a third group of critical outfalls needing immediate or midterm repair from the list. Phase 2 also includes the development of a PER, design and construction for the identified and agreed to Priority Group 3.

The Phase 1 - Priority Group 2 critical outfalls will likely include, but are not be limited to, the following six (6) outfalls: WR7, WR11, IV7, LC14, LC48 and WR28. Below are the conceptual design narratives developed in the Stormwater Outfall Assessment Project.

Conceptual Design	
Outfall	Design Narrative
WR 7 Riverside Avenue	The system outfalls near the top of a steep slope as a result there is a severely eroded gully to the outlet at the Winooski River. This erosion has resulted in instability of the embankment which could endanger the structure at the top of the slope. The repair will consist of adding closed drainage to relocate the outfall further down the slope to an area that is not as steep. This will result in reduced velocities in the channel and reduce the likelihood of additional failures. The existing gully will be cleared of existing debris and filled. Due to the steep slopes and adjacent Hazardous Sites infiltration is not feasible. It may be possible to combine this closed drainage system with the closed drainage system along Intervale Road to eliminate this discharge point. Additional drainage analysis would be required to determine how much additional runoff would enter the Intervale Road system and determine if the system has the capacity to receive the additional runoff. Geotechnical repair for this area could consist of slope reconstruction with either rip-rap or granular borrow. The existing geotechnical evaluation completed for this outfall area can be obtained upon request. Additional geotechnical exploration and engineering analysis will be required.
WR 11 Riverside Avenue	The outfall Pipe is located at the bottom of the steep slope. The outfall area is severely eroded and compromising the stability of a downstream pedestrian bridge. The proposed solution for this area involves regrading and stabilizing the outfall area and channel to the Winooski River. Although the existing CMP does has not failed it is nearing the end of its useful life. The pipe should also be replaced. There is an outfall from the parking lot that is out letting above WR11.0 and causing an eroded channel above the pipe. This area should also be stabilized.
IV 7 North Avenue	The outlet area is stable in the area where stone fill was originally placed. Downstream of the existing stone the channel is heavily incised and compromising the toe of the steep embankment with residences at the top. A possible solution is to realign the outfall channel away from the toe and stabilize. Stabilization measures will be determined based on velocities in preliminary design. For conceptual it is assumed stone fill will be required.

	Since the outfall is in the area of steep embankments infiltration practices would not be recommended. Geotechnical repair for this area could consist of a stone buttress at the toe of slope. Additional geotechnical exploration and engineering analysis will be required.
LC14& LC48 Burlington High School	The concrete energy dissipator has failed. The outlets upstream have caused significant erosion around the structure and partially exposed the 12" RCP. The proposed fix is to remove the concrete structure and part of the 12" RCP then regrade and stabilize the channel. The systems contributing to this outfall are on the border of Type A and Type D soils based on the NRCS data. There may be an opportunity to infiltrate to reduce flows but further soil investigation will be necessary.
WR28 Moore Drive	WR28.0 outlets near the top of a steep slope. This has resulted in severe erosion that has left about 10' of the pipe exposed and threatens the lawn areas at the top of the slope. The proposed solution is to install a drainage manhole with a large drop to allow for the pipe to outlet lower on the slope to a flatter area. Given that the soils in the area are HSG A there could be potential for an infiltration area under Moore Drive. This could be an infiltration trench between the existing closed drainage inlets and the drainage manhole that would allow for 90' of trench length. Given the small drainage area to this outlet, an infiltration area could result in significant flow reduction to the outlet.

Qualified firms shall demonstrate knowledge and experience in, but not limited to, the technical topics below and as described herein.

- Asset management / risk-based prioritization
- Engineering & Design
 - o Outfall assessment and repair
 - o Drainage system design and improvements
 - o Hydrologic/Hydraulic modeling
 - o Geotechnical engineering focused on slope/soil stability, erosion issues, stormwater runoff and groundwater migration
 - o Slope repair and stabilization
 - o Channel design and stabilization
 - o Bioengineering of slopes and channels
 - o Green Stormwater Infrastructure ("GSI") design including but not limited to infiltration systems
 - o Experience with Vermont Department of Environmental Conservation (DEC) Water Investment Division (WID) requirements for design and construction.
 - o Experience with Clean Water State Revolving Fund (CWSRF) Projects
 - o Other typical stormwater components or subject matters that could become critical for Burlington. Firms can show qualifications for this broad item by demonstrating experience working on other stormwater outfall improvements.

III. Project Tasks and Schedule

The Project shall adhere to all local, State and funding agency regulations and requirements. An Engineering Service Agreements (“ESA”) will be developed for each step of the CWSRF program. Tasks for the Project include but are not limited to the following:

- Step 1 – Planning and Preliminary Engineering
 - o Project kickoff meetings
 - o Assist City in obtaining a CWSRF Step I Planning Loans.
 - o Review and provide recommendations for updates (if applicable) to existing outfall condition assessment tool.
 - o Conduct site visits to the priority outfalls, review and provide updated risk of failure and consequence condition assessment. Evaluate and document existing conditions. Gather any additional field data needed for preliminary engineering.
 - o Conduct site visits to all City outfalls (260+) and provide complete updated condition assessment reports for each (assess risk of failure and consequence of failure) Collect and provide data which can be integrated into the City’s asset management software VUEWORKS. (Phase 2)
 - o Provide a risk-based prioritization list of all City outfalls utilizing condition assessment data gathered (Phase 2)
 - o Identify the third group of priority outfalls based on the condition assessments and resultant risk-based prioritization list. (Phase 2)
 - o Advise the City of any need to obtain, furnish, or otherwise make available additional project-related data and information, including but not limited to geotechnical evaluation needs, wetland delineation, etc. Provide services or hire subconsultants to conduct required evaluations (as applicable).
 - o Assist with the state wetland permitting program, if applicable.
 - o Develop Preliminary Engineering Reports (“PER”)
 - Phase 1 Priority Group 2
 - Develop a PER for the six (6) outfalls identified Priority Group 2
 - o Review any applicable outfall improvement alternatives presented in the “City Stormwater Outfall Assessment Report”.
 - Phase 2 Priority Group 3
 - Develop a PER for the third group of priority outfalls identified and agreed to from risk-based prioritization list
 - o Prepare and transmit submittals for 30%, 60% and 90% draft PER to all associated parties. Attend and participate in associated, corresponding planning meetings.
 - o Respond to City and State 90% review comments and make changes as requested. Attend and participate in associated, corresponding meetings.
 - o Prepare and submit Final PERs.
 - o Prepare an Environmental Information Document (“EID”) to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact (“FONSI”) in accordance with the National Environmental Policy Act.

Including warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

- o Assist with public notifications and hearings.
 - o Assist with bonding process.
- Step 2 – Final Design Phase
 - o Assist City in obtaining a CWSRF Step II Final Design Loans.
 - o Prepare final design plans, specifications and contract documents.
 - o Attend and participate in 30%, 60% and 90% complete CWSRF design meetings. Revise and address comments.
 - o Coordinate with permit specialist. Submit 90% plans for any necessary local, state or federal permits before finalization of deliverables. Ensure permit compliance.
 - o Submit the following deliverables to the City:
 - Meeting agendas, submittals, minutes & draft construction documents
 - Final Design Plans
 - 30% Preliminary Alignments, Layouts, Hydraulic Profiles, Standard Notes
 - 60% Profiles, Elevations, Completed Alignments, Layouts, and Hydraulic Profiles, Standard Details
 - 90% Final Profiles, Elevations, Alignments, Layouts, and all Details.
 - Final stamped and signed by a Vermont Registered Professional Engineer
 - Preparation of Temporary and Permanent Easement Drawings and Document
 - Technical Specifications
 - 30% Table of Contents
 - 60% Standard Technical Specifications
 - 90% Specialty Technical Specifications
 - Final stamped and signed by a Vermont Registered Professional Engineer
 - Contract Documents
 - 90% Draft EJCDC Front End Documents
 - Final, documents ready to bid, complete with dates for meetings and bids coordinated and accepted by the WID Construction Engineer.
 - Project Cost Summary
 - o Obtain Disadvantaged Business Enterprise (“DBE”) list for Notification 30-days prior to Bid Advertisement Date.
 - o Preparation of Construction Phase Schedule
- Step 3 – Construction
 - o Assist City in obtaining a CWSRF Step III Construction Loans.
 - o Comply with CWSRF program requirements, including EPA mandates, such as American Iron and Steel, Davis Bacon and Related Acts, and Disadvantaged

Business Enterprise rules.

- o Bid services, including but not limited to:
 - Assistance with DBE notification,
 - Official bid advertisement,
 - Prebid meeting,
 - Addendum preparation,
 - Title easement certification,
 - Attend bid opening,
 - Certified bid tabulation, and
 - Review bids and provide recommendation of award
 - Contract award.
- o Construction Administration Services, including but not limited to:
 - Preconstruction meeting.
 - Development of a project schedule.
 - Monthly progress meetings and preparation of meeting minutes.
 - Review and respond to requests for information.
 - Review and approval of submittals.
 - Review and submit partial pay estimates and certified payrolls.
 - Review and approval of project field orders.
 - Draft change orders and small purchases for City and funding approval eligibility and determination.
 - Submit payment requests.
 - Complete Annual DBE Report (due Sept. 30) and Final DBE Reports (due within 30 days of Final Completion)
 - Assist with annual Single Audit Requirement
- o Construction Oversight Services
- o Substantial completion walkthrough
- o Development of project punch list. Review and oversight of punch list corrections.
- o Develop substantial completion certificate
- o Final completion walkthrough
- o Project close-out assistance.
- o Prepare O&M and record drawings.
- o Provide 11 Month Warranty Inspection
- o Submit 1 Year Performance Letter

The City has developed a draft schedule and is requesting that firms demonstrate an understanding for the following schedule as part of the SOQ submittal:

Date	Milestone
4:00 PM March 5, 2021	Statement of Qualification Submittals Due
March 2021	Statement of Qualifications Review Completed by City
April 2021	Draft Step 1 Phase 1 and 2 Planning Agreements, Loan Application, DEC Coordination

September 2021	Step 1 Phase 1 - Final PER Complete
October 2021	Draft Step 2 Phase 1 Final Design Agreement, Loan Application, DEC Coordination
February 2022	Step 2 Phase 1 Final Design Complete
March 2022	Draft Step 3 Phase 1 Construction Agreement, Loan Application, DEC Coordination
April 2022	Step 3 Phase 1 Commence Bidding
May 2022	Step 3 Phase 1 Commence Construction
May 2022	Step 1 Phase 2 Condition Assessment of All Outfalls, Prioritization List and Recommendations for Priority Group 3 Complete.
August 2022	Step 1 Phase 2 - Final PER Complete
September 2021	Draft Step 2 Phase 2 Final Design Agreement, Loan Application, DEC Coordination
October 2022	Step 3 Phase 1 Construction Complete
February 2023	Step 2 Phase 2 Final Design Complete
March 2023	Draft Step 3 Phase 1 Construction Agreement, Loan Application, DEC Coordination
April 2023	Step 3 Phase 1 Commence Bidding
May 2023	Step 3 Phase 1 Commence Construction
October 2022	Step 3 Phase 1 Construction Complete

IV. Procurement Process

Procurement of said services will be in accordance with elements of the procurement process in 40 U.S.C. § 1101-1104.

All interested firms must take note that the proposed project(s) may be undertaken with a variety of Federal and state funds and that all work will be performed in accordance with the regulations issued by such agencies and the State of Vermont pertaining thereto.

V. Submission Requirements

SOQ Format. Qualified firms/candidates interested in being considered for this project should submit a narrative proposal SOQ that best reflects their ability to provide the requested services. All SOQ submittals shall be clear, concise, and allow the City to efficiently evaluate the qualifications of the submitting firm. All SOQ submissions must be submitted electronically in a single PDF. The SOQ PDF shall include page numbers and the following components:

- A letter of interest with a summary of the applicant's understanding of the proposed work and general approach. Include the point of contact, business name, address, and telephone number of the submitting firm with a subject line: "Statement of Qualifications - Outfall Improvement Projects". The letter shall be signed by an authorized representative for the submitting firm.
- A detailed statement of qualifications of the participating firm detailing the firms'

technical expertise, management and staffing capabilities. Include a description of the firm's ability to provide the skills required for the work. Include a list of individuals (including sub-consultants) who would be assigned to provide services, along with their titles, professional qualifications, expected duties, technical capacity to complete their duties, and a description of the experience of the staff persons with projects involving the specific technical tasks described herein. The proposals will be evaluated and awarded based on the personnel projected in the SOQ. Should the awarded consultant propose any substitutions to the project personnel, they must submit a letter to the City requesting approval of such changes prior to utilization.

- Contact information for three or more professional references from relevant projects (please include contact name, address, phone number, project description, and project cost).
- A list of related prior experience in similar projects, including the client, project scope, complexity, similarities to the scope of the Outfall Improvement Projects described herein. Note any proposed team members who worked on these projects. Include the project duration and costs.
- Any other information the firm finds important.

Do not submit a scope of work or cost proposal at this time. A detailed scope of work will be requested after the most qualified firm is selected. A detailed cost proposal (fee) will be requested after the most qualified firm is selected.

Deadline for Receipt of Qualifications. SOQ's must be received at the address and by the point of contact no later than 4 PM Friday March 5, 2021. The email time stamp shall be the official time of receipt. Late replies will not be accepted under any circumstances. SOQ's must be submitted by e-mail in a single PDF file as described above to:

Kate Komorowski
Water Resources Engineer
Burlington Department of Public Works
kkomorowski@burlingtonvt.gov

The subject line of the e-mail of the e-mail should state: "Statement of Qualifications - City of Burlington Outfall Improvement Projects." It is the responsibility of the participating firm to ensure that the point of contact has received a completed SOQ by the required deadline.

Questions. Questions and requests for clarification relating to this RFQ may be made to the above-described contact person. Only e-mail communication will be accepted. All questions and requests for clarification must be received by 4:00 PM Friday February 26, 2021. Questions will be posted via addendum online at the City's RFP site (<http://burlingtonvt.gov/RFP/>). It is the responsibility of participating firms to review the RFP website to ascertain whether any amendments have been made prior to submission of a SOQ. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ.

VI. Selection Process

The City Selection Committee (“SC”) will include a minimum of three members of the City Department of Public Works Water Resources Team. The SC will evaluate the SOQs, performance data and other material submitted by interested consultants based on the Criteria for Selection below. The SC will then select a minimum of three firms which, in the City’s opinion, are best qualified to perform the desired services. If necessary, interviews with each firm selected will be conducted, which may include discussions regarding anticipated concepts and proposed methods of approach. The City will rank, in order of preference, these professional engineering firms deemed to be most highly qualified to provide the services required, and will commence scope of services and price negotiations with the highest qualified consultants. If a scope of work and fee cannot be agreed upon within a reasonable time, negotiations with the top-ranked firm will be concluded and negotiations with the second- ranked firm will be initiated. If a satisfactory contract is not worked out with this firm, then this procedure will be continued until a mutually satisfactory contract is negotiated. Consultants are deemed qualified to perform work through the duration of the Outfall Improvements projects.

VII. Criteria for Selection

The following criteria, as a minimum, will be used to evaluate and rank qualifications:

Review Criteria	Weight	Maximum Points	Weighted Points
Understanding of Scope of Work	4	5	20
Experience of Proposed Staff with Similar Projects	5	5	25
Availability and Depth of Technical Qualifications of Proposed Staff	4	5	20
Knowledge of the Project Area/ Similar Project Area	3	5	15
Evidence of Ability to Meet Schedule and Budgets	3	5	15
Clarity and Quality of Proposal	1	5	5
TOTAL			100

VIII. Terms and Conditions

Contract Requirements. The selected firm shall be prepared to enter into an agreement with the City in the manner proposed, and under the terms provided by the City. The City expects that per CWSRF guidelines, the form of the agreement will be based on the Engineers Joint Contract Documents Committee (“EJCDC”) standard documents. Supplementary conditions will be included to modify the EJCDC documents to comply with CWSRF and City requirements.

All proposers should familiarize themselves with and be ready to execute a Vermont Department of Conservation Water Investment Division approved Engineering Services Agreement. The City reserves the right to alter or amend any or all provisions in the project contract.

Costs Associated with Proposal. Any costs or expenses incurred by a participating or non-participating firm in preparing, submitting, or presenting a SOQ are the sole responsibility of that firm. The City will not reimburse any person for any costs incurred as a result of the preparation of SOQ's in response to this RFQ.

Intent and Purpose. It is the intent of this Request for Qualifications to obtain services from qualified entities and not to prohibit or discourage prospective firms from submitting a SOQ. However, all participating firms are advised that any substantial deviations from the specifications of this Request for Qualifications may not be accepted. Further, this Request for Qualifications in no way obligates the City to award a contract. No negotiation will take place until the selection of the most qualified firm has been completed.

Compliance with Law. Participating firms are required to submit SOQ's and perform services in accordance with applicable local, state, and federal laws and regulations. Participating firms are further advised that compliance with the City of Burlington's Livable Wage Ordinance, Union Deterrence Ordinance, and Outsourcing Ordinance is required in order to qualify to perform the services described in this Request for Qualifications.

City Reservations. The City reserves the right to reject any and all SOQs received as a result of this solicitation, to waive any irregularities in any submittal, to waive any formality or technicality, to negotiate with any qualified source, to cancel in part or in its entirety this RFQ, or to issue additional Requests for Qualifications. The City also reserves the right to modify, amend, alter, revise, or terminate the Request for Qualifications or the criteria for selection of qualified firms without notice. The City further reserves the right to request clarification of information submitted and to request additional information from any participating firm. All decisions made by the City related to this Request for Qualifications will be final.

Future Work. The City reserves the right to request proposals for additional phases of work from the same consultant, to issue new RFQs/RFPs and award that future phase of work to a different consultant/consultant team as benefits the City, or to extend the contract which results from this RFQ.

Public Records. All SOQ's will become the property of the City upon submission and will become public documents subject to public disclosure under the Vermont Access to Public Records Act. Due regard will be given for the protection of proprietary information contained in all SOQ's received. However, it is not sufficient for participating firms to merely state generally that a SOQ is proprietary in nature and not subject to the release to third parties. Those particular pages or sections of the SOQ that are asserted as proprietary and of a trade secret nature must be specifically identified and must be separated from other sections or pages of the SOQ. The City will consider said information in responding to a public records request but does not guarantee that information will not ultimately be subject to public disclosure.

City Livable Wage Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Livable Wage Ordinance, which can be found at B.C.O. § 21-80 et seq.

City Union Deterrence Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Union Deterrence Ordinance, which can be found at B.C.O. § 21-100 et seq.

City Outsourcing Ordinance. As a condition of entering into an agreement with the City, after the conclusion of the Request for Qualifications process, the selected firm will be required to comply with the City's Outsourcing Ordinance, which can be found at B.C.O. § 21-90.

Equal Opportunity. The selection of consultants shall be made without regard to race, color, sex, sexual orientation, gender expression, age, religion, national origin or political affiliation. The City is an Equal Opportunity Employer and encourages proposals from qualified minority and woman-owned businesses.

IX. Appeal Process

Any person aggrieved by the City's awarding of a contract under this Request for Qualifications, that person may appeal the decision of the City in writing to the President of the Burlington City Council, at City Hall, 149 Church Street, Burlington, Vermont, 05404. The appeal must be post-marked within seven (7) calendar days following the date of written notice to award the contract. Any decision of the City is final.

X. Attachments:

- City Stormwater Outfall Assessment Report

Appendix B:

Stormwater Outfall Improvement Projects
Draft Engineering Services Agreement Scopes of Work

Scope of Services for the Critical Outfall Priority Groups 1-3:

Critical Outfall Priority Group 1, Step 1: Planning/Preliminary Design

Work under this phase will include preparation of a Preliminary Engineering Report (PER) during the Planning/Preliminary Design Phase for the critical outfall WR7 (Asset ID TO-0097) only.

Task 110: Project Initiation, Site Visit, and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 1 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls, the Geotechnical Engineering Report, 505 Riverside Avenue Slope – Phase 1A dated 2018, the City Stormwater outfall Assessment Report dated March 21, 2019, applicable sections of the FY20 Slope Inspections Report, and other relevant available information. The Consultant will develop a safety plan, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will conduct a site visit at 505 Riverside Avenue.

Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task.

Task 120: Topographic Survey and Base Information

The Consultant will perform field survey and related tasks to develop a Topographic Survey of the Group 1 Project limits. VHB will produce a base plan of the current Project conditions in AutoCAD format depicting site features, existing utilities, and one-foot contour lines. The horizontal datum will be referenced to the Vermont State Plane Coordinate System NAD83(2011) and the vertical datum will be referenced to NAVD88. This task includes the following:

- › Topographic Survey: the survey area will be comprised of approximately six (6) acres total area. The survey will include the locations of such features as: top and bottom of slopes, drainage channels, stone outfall protection, roadway and driveway locations, buildings, curb locations, tree lines, fences, wetland delineations, and other relevant features. Contour data will be supplemented with available aerial topography.
- › Quality Level C (QL-C) - Utility Record Survey & Physical Survey: VHB will perform Quality Level D (QL-D) research at the public and private utility agencies servicing the area. Existing record utilities such as gas, water, cable, etc. will be shown on the base plan from these record drawings, surface observable evidence collected during the topographic survey (such as gate valves or hydrants and any utility paint markings). Underground drain and sewer lines will be field located where observed. Invert elevations, pipe size, pipe type, and direction of flow will be field located, where accessible. Additional drain and sewer structures outside of the topographic survey area will also be included in the underground utility survey.
- › A minimum of 3 horizontal survey control points and 2 vertical benchmarks will be installed for future use by a construction contractor.

- › Approximate existing Right-of-Way and property lines will be included based on best available parcel mapping information.
- › The natural resource delineations of Task 140 below will be incorporated into the existing conditions plans upon completion of the field work associated with that task.

Task 130: Geotechnical Analysis by Sanborn Head

VHB will subcontract with Sanborn, Head & Associates for the below scope of services:

- › Desktop Study and Project Scoping
 - Perform a site visit to review conditions
 - Review available subsurface data and previous reports.
 - Develop geotechnical exploration and analysis scope
- › Utility Clearance and Coordination
 - Mark out proposed boring locations and notify DigSafe
 - Coordinate with drilling subcontractor, property owner, and City.
- › Subsurface Exploration Program
 - Subcontract driller to advance one (1) test boring at the crest of the slope to a depth between 60 and 100 feet bgs and install groundwater monitoring well.
 - Collect undisturbed clay samples
 - Perform hand auger borings on slope face in vicinity of Outfall WR7 and erosion features.
- › Laboratory Analysis
 - Perform advanced laboratory testing on undisturbed clay samples to determine clay strength parameters
- › Slope Stability Analysis
 - Model existing slope based on obtained subsurface data and topographic survey
 - Evaluate existing and proposed conditions for factor of safety for global stability
- › Geotechnical Engineering Report
 - Prepare a Geotechnical Engineering Report that summarizes our subsurface exploration program, laboratory program, and slope stability analyses.
 - Provide geotechnical engineering recommendations regarding the different proposed repair options and for design and construction of the chosen repair.
- › Project Meetings and Supplemental Recommendations
 - Participate in design team meetings with Client and City and provide supplemental recommendations, if needed.

Task 140: Natural Resource Assessment and Environmental Information Document (EID)

The Consultant will conduct a detailed wetland and waters delineation within the Priority Group 1 project area in Spring / Summer of 2024. Wetland delineations will be conducted according to the technical criteria contained in the United States Army Corps of Engineers (“USACE”) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region; streams will be delineated using the methodologies in the Vermont Agency of Natural

Resources' Guidance for Agency Act 250 and Section 248 Comments Regarding Riparian Buffers. Resource boundaries will be flagged, USACE data (vegetation, soils, and hydrology) will be collected, wetland functions and values will be assessed, physical stream parameters will be assessed, and resources will be photo-documented. Any existing culverted sections of delineated streams will be field mapped (as observable/accessible), to include type, size and location of culvert inlets and outlets as they connect with adjacent stream segments. Proposed wetland classifications under the current Vermont Department of Environmental Conservation ("DEC") Vermont Wetland Rules ("VWR") will be assessed, and VHB assumes that any prior wetland delineations or VWR determinations on the tract are expired or not applicable. Coincident with wetland/waters delineation work, the Consultant will conduct a survey for potential vernal pools within the Study Area. The survey will identify potential areas that may meet the criteria defined by the USACE, New England District definition of vernal pool fauna, combined with the VT Natural Heritage Inventory ("NHI") parameters. If present, potential vernal pool limits will be flagged and GPS-located, and the pertinent data collected to describe abiotic features of the pool and surrounding envelope. Since fieldwork would fall outside of the appropriate Spring survey season (typically, March to late May in most years), subsequent detailed confirmation surveys may be required. The Consultant assumes the potential presence of vernal pools is low, and delineation fieldwork can be completed by a two-person team in two days. Due to GPS receiver accuracy challenges associated with work at steep slopes and in areas of overhead obstructions, the Consultant will use a total station survey instrument to locate the delineation flagging and the estimated extent of sedimentation.

Rare, Threatened, and Endangered Species

The Consultant will conduct a Natural Heritage Inventory ("NHI") 1-mile database review of Vermont natural heritage Element Occurrences ("EO") for RTE plants, and Rare and Irreplaceable Natural Areas ("RINA"), as well as a U.S. Fish and Wildlife Service ("USFWS") database review for federal listed species. VHB will conduct a targeted search of suitable habitats for any listed Threatened or Endangered (Vermont or Federally listed) plant species which could occur within the Project Area, or otherwise rare species known from the site, during the wetlands/waters delineation. The Consultant assumes the survey can be completed within one survey window period (assumed to be September 2021), and not require multiple surveys over different survey windows. Following the survey, if Rare, Threatened, and Endangered ("RTE") plants have been identified on site, VHB will provide an electronic mail to the Agency of Natural Resources ("ANR") Botanist to summarize the findings and determine if a site visit is necessary. This task does not include additional coordination with ANR, including a site visit or any further development of impact avoidance or minimization measures for identified plants. The survey does not include those for protected animal species. The plant survey assumes developed, disturbed, or maintained areas will not require survey. The Consultant assumes that no Necessary Wildlife Habitat is present within the Project areas.

Environmental Information Document

The Consultant will prepare an Environmental Information Document ("EID") to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact ("FONSI") in accordance with the National Environmental Policy Act. The Consultant will assist the City in conducting a warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

Task 150: Preliminary Engineering Report (PER)

The Consultant will develop a single PER document for Priority Group 1 outfalls with draft submittals at 30%, 60%, and 90% completion. The PER will include the following seven sections and appendices:

1. Project Planning
2. Existing Facilities

3. Need for Project
4. Alternatives Considered
5. Selection of an Alternative
6. Recommended Project
7. Conclusions

The PER will be developed in phases as field investigation is completed and data becomes available. It is anticipated that sections 1 through 3 will be developed at 30%, section 4 will be developed at 60%, and the remaining section 5 through 7 will be completed at 90%. Alternatives considered will include alternatives from the “City Stormwater Outfall Assessment Report” as well as up to three alternatives developed by the Consultant per outfall location. Engineering Plans will be developed to approximately 30% design level. Comments received from the City and DEC at the 90% submittal will be incorporated into a Final PER.

Task 160: WR 7.0 Environmental Due Diligence Desktop Review

To support the evaluation of WR 7.0 Options 1 and 2, the Consultant will perform an Environmental Due Diligence Desktop Review (“Desktop Review”) of the WR 7.0 project area and its immediate surroundings to identify potential locations where existing soil or groundwater contamination may be present and where special contaminant management plans may be needed during construction. The Desktop Review will include review of existing environmental investigation reports for state listed hazardous sites in the area, as well as an environmental records search to check federal and state environmental databases within specific search radii of the Project Area. No soil sampling or testing is proposed during the Desktop Review. This Desktop Review is not intended to replace analytical confirmatory data, but instead is to serve as a preliminary evaluation of how the Project Area may have potentially been adversely impacted by contamination. A technical memorandum (memo) will be developed and attached to the PER to document the Desktop Review. The memo will include an environmental engineer’s professional opinion regarding the possibility of encountering contaminated material during construction and methods that should be considered to proactively consider special material management protocols or limited pre-characterization efforts (if warranted), prior to construction.

Task 170: Meetings

The Consultant will attend five (5) meetings to include the following:

1. Meeting with the City to evaluate scoring matrix/assessment methods to be applied to Group 1, 2, and 3 tasks.
2. Initial meeting with DEC to discuss project scope and funding source.
3. 30% PER planning meeting with the City and DEC.
4. 60% PER planning meeting with the City and DEC.
5. 90% PER planning meeting with the City and DEC.

Monthly coordination meetings for Phases 1, 2, and 3 tasks will occur concurrently and are carried under Task 350.

Critical Outfall Priority Group 2, Step 1: Planning/Preliminary Design

Work under this phase will include preparation of a Preliminary Engineering Report (PER) during the Planning/Preliminary Design Phase for the critical outfall WR11 (Asset ID TO-0104) and IV5 (Asset ID TO-0022).

Task 210: Project Initiation, Site Visits, and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 2 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls, the City Stormwater outfall Assessment Report dated March 21, 2019, applicable sections of the FY20 Slope Inspections Report, and other relevant available information. The Consultant will develop a safety plan for site visits, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will conduct site visits at both Priority Group 2 outfalls. Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task.

Task 220: Existing Conditions Survey

The Consultant will perform field survey and related tasks to develop a Topographic Survey of the Group 2 Project limits. VHB will produce a base plan of the current Project conditions in AutoCAD format depicting site features, existing utilities, and one-foot contour lines. The horizontal datum will be referenced to the Vermont State Plane Coordinate System NAD83(2011) and the vertical datum will be referenced to NAVD88. This task includes the following:

- › Topographic Survey: the survey area will be comprised of approximately three (3) acres total area. The survey will include the locations of such features as: top and bottom of slopes, drainage channels, stone outfall protection, roadway and driveway locations, buildings, curb locations, tree lines, fences, wetland delineations, and other relevant features. Contour data will be supplemented with available aerial topography.
- › Quality Level C (QL-C) - Utility Record Survey & Physical Survey: VHB will perform Quality Level D (QL-D) research at the public and private utility agencies servicing the area. Existing record utilities such as gas, water, cable, etc. will be shown on the base plan from these record drawings, surface observable evidence collected during the topographic survey (such as gate valves or hydrants and any utility paint markings). Underground drain and sewer lines will be field located where observed. Invert elevations, pipe size, pipe type, and direction of flow will be field located, where accessible. Additional drain and sewer structures outside of the topographic survey area will also be included in the underground utility survey.
- › A minimum of 3 horizontal survey control points and 2 vertical benchmarks will be installed for future use by a construction contractor.
- › Approximate existing Right-of-Way and property lines will be included based on best available parcel mapping information.
- › The natural resource delineations of Task 240 below will be incorporated into the existing conditions plans upon completion of the field work associated with that task.

Task 230: Geotechnical Analysis by Sanborn Head

VHB will subcontract with Sanborn, Head & Associates for the below scope of services:

- › Desktop Study and Project Scoping
 - Perform a site visit to review conditions
 - Review available subsurface data and previous reports.
 - Develop geotechnical exploration and analysis scope
- › Utility Clearance and Coordination
 - Mark out proposed boring locations and notify DigSafe
 - Coordinate with drilling subcontractor, property owner, and City.
- › Subsurface Exploration Program
 - Subcontract driller to advance one (1) test boring at the crest of the slope (near WR11) to a depth between 60 and 100 feet bgs and install groundwater monitoring well.
 - Perform hand auger borings on slope face in vicinity of Outfall WR11 and erosion features.
 - Perform hand augers in vicinity of Outfall IV5 to determine depth of bedrock.
- › Laboratory Analysis
 - Perform up to four (4) sieve analyses and four (4) Atterberg Limits tests on soil samples from borings.
- › Slope Stability Analysis
 - Model existing slope (at Outfall WR11) based on obtained subsurface data and topographic survey
 - Evaluate existing and proposed conditions for factor of safety for global stability
- › Geotechnical Engineering Report
 - Prepare a Geotechnical Engineering Report that summarizes our subsurface exploration program, laboratory program, and slope stability analyses.
 - Provide geotechnical engineering recommendations regarding the different proposed repair options and for design and construction of the proposed repair.
- › Project Meetings and Supplemental Recommendations
 - Participate in design team meetings with Client and City and provide supplemental recommendations, if needed.

Task 240: Natural Resource Assessment and Environmental Information Document (EID)

The Consultant will conduct a detailed wetland and waters delineation within Priority Group 2 project areas in Spring / Summer of 2024. Wetland delineations will be conducted according to the technical criteria contained in the United States Army Corps of Engineers (“USACE”) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region; streams will be delineated using the methodologies in the Vermont Agency of Natural Resources’ Guidance for Agency Act 250 and Section 248 Comments Regarding Riparian Buffers. Resource boundaries will be flagged, USACE data (vegetation, soils, and hydrology) will be collected, wetland functions and values will be assessed, physical stream parameters will be assessed, and resources will be photo-documented. Any existing culverted sections of delineated streams will be field mapped (as observable/accessible), to include type, size and location of culvert inlets and outlets as they connect with adjacent stream segments. Proposed wetland classifications under the current Vermont Department of Environmental Conservation (“DEC”) Vermont Wetland Rules (“VWR”) will be assessed, and VHB assumes that any prior wetland delineations or VWR determinations on the tract are expired or not applicable. Coincident with wetland/waters delineation work, the Consultant will conduct a survey for potential vernal pools within the Study Area. The survey will

identify potential areas that may meet the criteria defined by the USACE, New England District definition of vernal pool fauna, combined with the VT Natural Heritage Inventory (“NHI”) parameters. If present, potential vernal pool limits will be flagged and GPS-located, and the pertinent data collected to describe abiotic features of the pool and surrounding envelope. Since fieldwork would fall outside of the appropriate Spring survey season (typically, March to late May in most years), subsequent detailed confirmation surveys may be required. The Consultant assumes the potential presence of vernal pools is low, and delineation fieldwork can be completed by a two-person team in two days. Due to GPS receiver accuracy challenges associated with work at steep slopes and in areas of overhead obstructions, the Consultant will use a total station survey instrument to locate the delineation flagging and the estimated extent of sedimentation.

Rare, Threatened, and Endangered Species

The Consultant will conduct a Natural Heritage Inventory (“NHI”) 1-mile database review of Vermont natural heritage Element Occurrences (“EO”) for RTE plants, and Rare and Irreplaceable Natural Areas (“RINA”), as well as a U.S. Fish and Wildlife Service (“USFWS”) database review for federal listed species. VHB will conduct a targeted search of suitable habitats for any listed Threatened or Endangered (Vermont or Federally listed) plant species which could occur within the Project Area, or otherwise rare species known from the site, during the wetlands/waters delineation. The Consultant assumes the survey can be completed within one survey window period (assumed to be September 2021), and not require multiple surveys over different survey windows. Following the survey, if Rare, Threatened, and Endangered (“RTE”) plants have been identified on site, VHB will provide an electronic mail to the Agency of Natural Resources (“ANR”) Botanist to summarize the findings and determine if a site visit is necessary. This task does not include additional coordination with ANR, including a site visit or any further development of impact avoidance or minimization measures for identified plants. The survey does not include those for protected animal species. The plant survey assumes developed, disturbed, or maintained areas will not require survey. The Consultant assumes that no Necessary Wildlife Habitat is present within the Project areas.

Environmental Information Document

The Consultant will prepare an Environmental Information Document (“EID”) to demonstrate - Projects are eligible for either Categorical Exclusion or Finding of No Significant Impact (“FONSI”) in accordance with the National Environmental Policy Act. The Consultant will assist the City in conducting a warned public meeting at 60% PER completion stage to discuss the evaluate alternatives.

Task 250: Preliminary Engineering Report (PER)

The Consultant will develop a single PER document for Priority Group 2 outfalls with draft submittals at 30%, 60%, and 90% completion. The PER will include the following seven sections and appendices:

1. Project Planning
2. Existing Facilities
3. Need for Project
4. Alternatives Considered
5. Selection of an Alternative
6. Recommended Project
7. Conclusions

The PER will be developed in phases as field investigation is completed and data becomes available. It is anticipated that sections 1 through 3 will be developed at 30%, section 4 will be developed at 60%, and the remaining section 5 through 7 will

be completed at 90%. Alternatives considered will include alternatives from the “City Stormwater Outfall Assessment Report” as well as up to three alternatives developed by the Consultant per outfall location. Engineering Plans will be developed to approximately 30% design level. Comments received from the City and DEC at the 90% submittal will be incorporated into a Final PER.

Task 260: Environmental Due Diligence Desktop Review (Not in Contract)

Environmental Due Diligence Desktop Review (“Desktop Review”) of the WR11 and IV5 project areas is Not in Contract. Currently, a Desktop Review of the Group 2 areas does not appear to be necessary. A proposal for these services can be provided if required.

Task 270: Meetings

The Consultant will attend four (4) meetings to include the following:

1. Initial meeting with DEC to discuss project scope and funding source.
2. 30% PER planning meeting with the City and DEC.
3. 60% PER planning meeting with the City and DEC.
4. 90% PER planning meeting with the City and DEC.

Monthly coordination meetings for Phases 1, 2, and 3 tasks will occur concurrently and are carried out under Task 350.

Critical Outfall Priority Group 3, Step 1(a): Outfall Assessments and Priority Group 3 Assignment and Conceptual Design

Work under this phase will include the assessment of all approximately 260 stormwater outfalls within the City, developing a risk-based prioritization list from the findings and identifying a third group of critical outfalls needing immediate or midterm repair from the list.

Task 310: Project Initiation and CSWRF Loan Assistance

The Consultant will attend a project kickoff meeting with the City to review project scope, schedule, and budget for Priority Groups 3 tasks. The Consultant will review record information provided by the City of Burlington including Geographic Information System (GIS) electronic data of the outfalls and previous inspection records. The Consultant will also coordinate with the City of Burlington regarding the high priority outfalls. Assistance with obtaining a CWSRF Step 1 Planning Loan will be provided under this task. ~~A project kickoff with the City will occur concurrently with the kickoff under Task 110.~~

Task 320: Updates to Outfall Rating System and GIS Application

The City of Burlington previously completed 22 outfall assessments within the City. The Consultant will evaluate the previously utilized evaluation and rating procedures and in collaboration with the City may recommend additional or alternate evaluation and scoring criteria and/or methodology.

The Consultant is planning to collect field data electronically in order to streamline data management. This will allow the data to be included in the City's geodatabase and allow the inspection forms and pictures to be attached to a particular asset. The Consultant will work with the City of Burlington's GIS group to incorporate applicable criteria. This may include items such as erosion, structural integrity, headwall and outfall condition, pipe material, size, alignment, etc. The Consultant has assumed budget for one in-person meeting to discuss the Outfall Rating System.

The Consultant will submit the draft rating system to the City of Burlington for one round of review and comments. The Consultant will update the rating system accordingly after receiving the City's comments. The Consultant has assumed 5 hours of coordination with the City of Burlington's GIS department to update the GIS Application. It is assumed that all application updates will be completed by the City of Burlington.

Task 330: Outfall On-site Evaluations and Field Data Collection

The City of Burlington has identified 260 City-owned outfalls to evaluate. The Consultant will develop a safety plan, which outlines best practices for safe evaluation of each outfall, and will include but is not limited to: emergency procedures, a protective gear (PPE) and specialized gear/equipment list, potential hazard list, and an outline of daily check-in procedures between field crew and in-office staff. The Consultant will visit the 260 outfalls with one civil engineer and one civil designer to evaluate the following criteria of each outfall:

- › Outfall shape, size, material
- › Headwall/Outfall Condition
- › Outfall Deterioration
- › Structural Condition of Pipe
- › Joints and Seams

- › Footings
- › Apron/scour protection
- › Immediate maintenance items
- › Evidence of scour, debris trapping, or flooding

Field data will be collected in electronic format via a tablet or smartphone in the field. Data will be downloaded directly to the City's GIS geodatabase. The Consultant has assumed 1120 hours for this task which is based on the assumption that an average of 5 outfalls can be visited per day, and 3 hours per field day to prepare for field visits, coordination with the City of Burlington, and follow-on in-office assessment. The Consultant will document each outfall with photographs.

Task 340: Outfall Evaluation Technical Report and Prioritization

The Consultant will prepare an outfall evaluation technical report and prioritization of the approximately 260 city-owned outfalls. This report will:

- › Summarize background information
- › Outline GIS data collection methods
- › Present outfall evaluation findings
- › Outline immediate maintenance items, including CCTV needs
- › Present criteria for prioritization for capital improvements (repairs or replacements)
- › Provide recommendations for capital improvements
- › Provide prioritization of capital improvements

The Consultant will provide the report to the City of Burlington for one round of review and comments. The Consultant will update the report based on the City's comments. The Consultant will provide an electronic copy as the final deliverable. Hard copies are available upon request.

Task 350: Meetings

The Consultant will attend seven meetings total with three Consultant staff members. One meeting with City GIS staff to coordinate use of the City's existing GIS collector software (assumed to be VUEworks, ArcGIS Collector, Survey123, or similar form-centric ArcGIS application), and six monthly status meetings with the City.

Assumptions:

This proposal is based on the following assumptions and limitations:

1. Boundary survey or research not included
2. Traffic and parking control during site investigations and survey is provided by DPW
3. Scope assumes DPW performs all public outreach, neighbor coordination/resolution, and local meeting attendance
4. Oil and Hazardous Materials (“OHM”), soils contamination, and other potential hazard assessments are not included
5. Visual Impact and Aesthetics assessments are not included
6. Cultural, Historical, Traffic, and Archeological assessments or permitting are not included
7. No environmental permitting services will be conducted by the Consultant at this time. A proposal for these services will be provided as part of a future amendment.
8. Permit application fees of any kind are not included
9. Existing utility locations depicted on the drawings will be a compilation of information provided by the Client and surface observable utilities collected during field survey (no SUE, potholing, GPR, or camera work assumed)
10. Geotechnical analysis, design, or retaining wall design are not included, except as described above
11. The Consultant will visit and evaluate a total of 260 city-owned outfalls.
12. The Consultant has not verified the ability to access each outfall. It may take longer to access some outfalls due to restrictions and accordingly the work hour estimate and proposed fee for Task 330 is approximate and based on an assumed evaluation rate of 5 outfalls per work day.
13. The Consultant will be utilizing a previously created field collection data application. The Consultant will recommend updates to the previous application as part of Task 320 and incorporate updates prior to the start of field evaluations.
14. The City of Burlington will provide an electronic version (preferably in Excel) of all field data collected from the prior evaluations.
15. The City of Burlington will be responsible for creating electronic work orders for the 260 outfalls.
16. The Consultant is relying on the accuracy and location of outfalls in the City of Burlington GIS data layers and shall not be liable for utilizing incorrect or inaccurate data.
17. Outfall evaluation may require a CCTV inspection to fully evaluate the condition of the outfall. The number of outfalls that may require a CCTV inspection is currently unknown. CCTV inspection is not included, a proposal for this service can be provided if required. Alternately the City may elect to perform CCTV inspection utilizing City staff and equipment.

Schedule (to be confirmed during task 110):

Milestone Date	Priority Group 1 <i>WR7 (Asset ID TO-0097)</i>	Priority Group 2 <i>WR11 (Asset ID TO-0104) & IV5 (Asset ID TO-0022)</i>	Priority Group 3 (Outfall Assessments)
February 2024	Draft <i>Step 1</i> Planning Agreements, CWSRF Loan Application, DEC Coordination, Conduct Review of Outfall Condition Assessment Tool		
April 2024 (or as weather permits)	<i>Step 1</i> Conduct Site Visit (1) and Gather Additional Field Data		
April 2024 (or as weather permits)	<i>Step 1</i> Update the Risk of Failure and Consequence Condition Assessment	<i>Step 1</i> Conduct Site Visits (2) and Gather Additional Field Data	<i>Step 1</i> Conduct Site Visits to all remaining City Outfalls (260+) and Collect Field Data Utilizing GIS Data Collection
May 2024	<i>Step 1</i> Identify and Conduct Needed Additional Studies (Topographic Surveys, Geotechnical, Wetlands, etc.)	<i>Step 1</i> Update the Risk of Failure and Consequence Condition Assessment	
July 2024	<i>Step 1</i> Develop a Preliminary Engineering Report (PER) making 30%, 60%, 90%, and Final Submittals	<i>Step 1</i> Identify and Conduct Needed Additional Studies (Topographic Surveys, Geotechnical, Wetlands, etc.)	
September 2024	<i>Step 1</i> Prepare an Environmental Information Document (EID) for Categorical Exclusion or Finding of No Significant Impact (FONSI)	<i>Step 1</i> Develop a Preliminary Engineering Report (PER) making 30%, 60%, 90%, and Final Submittals	
October 2024	<i>Step 1</i> - Final PER Complete	<i>Step 1</i> Prepare an Environmental Information Document (EID) for Categorical Exclusion or Finding of No Significant Impact (FONSI)	
November 2024		<i>Step 1</i> - Final PER Complete	<i>Step 1</i> Conduct Risk-Based Prioritization and Identify Critical Outfalls as Priority Group 3

Fee:

The Consultant's Services described in above include salary costs, indirect costs, 10% net fee, 10% subconsultant markup, and direct expenses as described on the attached scoping workbook summary table.

Resolution Relating to

AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALL (TO-0097) REPAIR

RESOLUTION_____

Sponsor(s): _____
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Three

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

That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and

WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and property damage and the discharge of phosphorus to State waters; and

WHEREAS, in order to advance repair of a known high risk outfall (TO-0097) located in the vicinity of 505 Riverside, preliminary engineering efforts are needed (the “Project”); and

WHEREAS, the City has followed a competitive qualifications-based procurement process required by the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and

WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to exceed \$105,000 including project contract scope contingency and City staff time which is eligible for reimbursement; and

WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund Loan; and

WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up to 5 years at 0% interest; and

WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the project for which the planning loans are used; and

NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works, or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for the financing of a Loan in a principal amount not to exceed \$105,000 (the “Loan”) subject to final review and approval by the Chief Administrative Officer and City Attorney; and

Resolution Relating to

**AUTHORIZATION FOR UP TO \$105,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PRELIMINARY ENGINEERING OF STORMWATER
OUTFALL (TO-0097) REPAIR**

26 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
27 an Engineering Services Agreement with VHB for an amount not to exceed \$100,000, and further authorize any
28 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
29 and approval by the City Attorney's Office; and

30 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
31 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
32 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
33 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
34 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
35 deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or
36 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's
37 Office or Bond Counsel to the City; and

38 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
39 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
40 documents (and other ancillary documents other than the loan application or loan agreements): Department of
41 Public Works Water Resources Division Director Megan Moir.

Resolution Relating to

AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PRELIMINARY ENGINEERING OF
STORMWATER OUTFALLS (TO-0104 and TO-0022)
REPAIR

RESOLUTION_____

Sponsor(s): _____
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Three
Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and
6 WHEREAS, in order to advance repair of two known high risk outfall locations (TO-0104 and TO-
7 0022) located along Riverside Avenue and VT-127 respectively, preliminary engineering efforts are needed
8 (the “Project”); and
9 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
10 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
11 WHEREAS, the preliminary engineering of the Project is estimated to cost a total amount not to
12 exceed \$95,000 including project contract scope contingency and City staff time which is eligible for
13 reimbursement; and
14 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
15 Loan; and
16 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
17 to 5 years at 0% interest; and
18 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
19 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
20 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
21 project for which the planning loans are used; and
22 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
23 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.SA. Chapter
24 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for

Resolution Relating to

**AUTHORIZATION FOR UP TO \$95,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PRELIMINARY ENGINEERING OF STORMWATER
OUTFALLS (TO-0104 and TO-0022) REPAIR**

25 the financing of a Loan in a principal amount not to exceed \$95,000 (the “Loan”) subject to final review and
26 approval by the Chief Administrative Officer and City Attorney; and

27 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
28 an Engineering Services Agreement with VHB for an amount not to exceed \$90,000 and further authorize any
29 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
30 and approval by the City Attorney’s Office; and

31 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
32 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
33 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
34 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
35 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
36 deem necessary and in the City’s best interest; and (iv) such other documents and instruments necessary or
37 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney’s
38 Office or Bond Counsel to the City; and

39 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
40 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
41 documents (and other ancillary documents other than the loan application or loan agreements): Department of
42 Public Works Water Resources Division Director Megan Moir.

Resolution Relating to

AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR PLANNING OF FUTURE STORMWATER
OUTFALL REPAIRS

RESOLUTION_____

Sponsor(s): _____
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty Three
Resolved by the City Council of the City of Burlington, as follows:

1 That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and
2 preliminary engineering (Step 1) of municipal wastewater and stormwater system projects; and
3 WHEREAS, the City, as part of its Clean Water Resiliency Plan, has determined the need to evaluate
4 and repair Stormwater outfalls throughout the City to reduce erosion that can result in infrastructure and
5 property damage and the discharge of phosphorus to State waters; and
6 WHEREAS, in order to continue the risk based condition assessment of the City’s remaining outfalls
7 and understand the future capital investments needed, planning efforts must be completed (the “Project”); and
8 WHEREAS, the City has followed a competitive qualifications-based procurement process required by
9 the State and selected Vanasse Hangen Brustlin (“VHB”) as the most qualified contractor for this Project; and
10 WHEREAS, the planning of the Project is estimated to cost a total amount not to exceed \$315,000
11 including project contract scope contingency and City staff time which is eligible for reimbursement; and
12 WHEREAS, this Project is eligible for a Step 1 State of Vermont Clean Water State Revolving Fund
13 Loan; and
14 WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up
15 to 5 years at 0% interest; and
16 WHEREAS, pursuant to 24 V.S.A. Section 4756(e), the City Council may authorize and incur debt on
17 behalf of the City for preliminary engineering plans and studies without prior voter approval, provided that
18 such debt shall be included in any subsequent public authorization of indebtedness necessary to construct the
19 project for which the planning loans are used; and
20 NOW THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works,
21 or his designee, to complete the Step 1 Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter
22 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for
23 the financing of a Loan in a principal amount not to exceed \$315,000 (the “Loan”) subject to final review and
24 approval by the Chief Administrative Officer and City Attorney; and

Resolution Relating to

**AUTHORIZATION FOR UP TO \$315,000 STEP 1 LOAN FROM VERMONT CLEAN WATER
STATE REVOLVING FUND FOR PLANNING OF FUTURE STORMWATER OUTFALL
REPAIRS**

25 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works execute
26 an Engineering Services Agreement with VHB for an amount not to exceed \$300,000, and further authorize any
27 future amendments necessary to utilize any contingency reserve for the current project scope, subject to review
28 and approval by the City Attorney's Office; and

29 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
30 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
31 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
32 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
33 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
34 deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or
35 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's
36 Office or Bond Counsel to the City; and

37 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
38 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
39 documents (and other ancillary documents other than the loan application or loan agreements): Department of
40 Public Works Water Resources Division Director Megan Moir.

Board of Finance and City Council Submission Checklist

Department: Public Works/ WRD Submitter: Kate Komorowski/ Megan Moir
Clean Water Resiliency Plan – Loan and Contract Authorization for the
Stormwater Outfall Improvements Projects: Preliminary Engineering Phase for Critical
 Title/Subject: Outfall Priority Groups 1 & 2 and Planning and Preliminary Engineering for Group 3

	Approval:	Meeting Date:
☐	Board of Finance	12/4/2023
☐	City Council	12/11/2023
☐	Concurrent	Click or tap to enter a date.

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

Signoffs Received

Signoff Needed	Received	Date Received	Note
Department Head	Yes	11/27/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	11/27/2023	Jordan Redell
Board/Commission, if required	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	11/29/2023	PFC (Bond counsel) also reviewed the resolutions on 11/23/23
CAO has reviewed budget, financing, and memo	Yes	11/28/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



OFFICE OF THE CLERK TREASURER

City of Burlington

City Hall, Room 20, 149 Church Street, Burlington, VT 05401

Voice (802) 865-7000

Fax (802) 865-7014

TTY (802) 865-7142

MEMORANDUM

TO: Board of Finance and City Council

FROM: Mayor Miro Weinberger and Katherine Schad, Chief Administrative Officer

CC: Kerin Durfee, Human Resources Director
Scot Barker, Chief Innovation Officer

DATE: December 4 and 11, 2023

RE: Authorization for Contract with Matrix Consulting Group for City of Burlington Operational Efficiency Study and Approval for Budget Amendment to Affect Contract

Executive Summary

The Mayor and Chief Administrative Officer are seeking Board of Finance approval to execute a contract, not to exceed \$99,000, with Matrix Consulting Group for an Operational Efficiency Study of many of the City of Burlington's major non-public safety functions.

The objective of this study is to conduct a diagnostic analysis to identify the optimal operating efficiency of each included department by determining the appropriate staffing levels while identifying cost saving measures to eliminate redundancies, waste, inefficient or unnecessary operations.

Scope of Work

The specific departments to be reviewed under this scope of work are seven General Fund City departments that comprise the largest share of the general fund budget (excluding public safety), and have the largest potential for overlap. Specifically: Burlington City Arts (BCA); Business and Workforce Development (BWD); Burlington Parks, Recreation and Waterfront (BPRW); Clerk Treasurer (CT); Community Economic and Development Office (CEDO); Department of Public Works (DPW); and Permitting & Inspections (P&I).

The Burlington Police Department's staffing was reviewed in 2021 and the Fire Department's staffing is being reviewed currently under separate contract, so those two departments are not included in the scope of this project.

Project Outline

Task	Deliverable
Current State Assessment	Matrix to provide a summary of existing organizational structure, staff allocations, service levels and approaches, and operational practices for each

	department under review.
Employee Input	Matrix to provide a summary of employee survey findings identifying, from the employee's perspective, the current strengths and improvement opportunities in the organization. From this input, Matrix will develop an issues listing covering service delivery, staffing levels, retention and succession planning and other issues noted from the survey.
Public Input	Matrix to provide a summary of key themes and issues raised during public input sessions (either community survey or public meetings) regarding all aspects of service delivery, staffing and operational practices for the departments under review.
Comparisons / Best Practices	Matrix to provide an interim report documenting how the City compares to both peer institutions and industry best practices regarding organizational structure, staffing allocations, and services.
Organizational, Operational and Staffing Analysis	Matrix to provide preliminary recommendations on staffing allocations, organizational structure modifications and/or operational changes necessary to increase efficiency and effectiveness of operations in each service area. Specific recommendations will be developed for each department on efficiency and effectiveness improvements and identification of existing operational strengths.
Report / Implementation Plan	Matrix to provide final report, and implementation plan with timeframes and cost impacts (increases or decreases) compared to current approaches.

The project is expected to take between five and six months to complete.

Vendor Selection

A Request for Proposals for an Operational Efficiency Study for the City of Burlington was released on October 4, 2023. Four proposals were received by the October 27, 2023 deadline.

Bidder	Total Proposed Cost	Total Estimated Hours	Cost per Hour
Baker Tilly	\$62,500	273	\$228.94
BDO	\$199,625	710	\$281.16
CliftonLarsonAllen LLP	\$105,000	460	\$228.26
Matrix Consulting Group	\$99,000	528	\$187.50

A review team, consisting of the CAO, the HR director, and representatives from departments to be analyzed including two from BPRW and one from CEDO, evaluated each of the submitted proposals based on the following criteria:

- Project Understanding
- Relevant Experience & Past Performance
- Project Methodology
- Cost Proposal

Through this evaluation process, this team also reviewed previous work samples provided by the vendor, and spoke to several professional references. The work samples provided were found to be of high quality and the references provided positive reviews. Ultimately, the review team determined that Matrix Consulting LLC would be best suited to conduct the City's Operational Efficiency Study, while also providing the best financial value for the number of hours allocated.

Funding

The contract for this project is fixed at a not-to-exceed price of \$99,000. This project will be funded using first the balance left in the Assigned Fund labeled “Opportunities to Increase Revenues or Efficiencies,” which is approximately \$30,000. The rest to be funded by reassigning the \$100,000 currently for the Jobs & People Study to the Opportunities to Increase Revenues or Efficiencies Assigned Fund. After funding the Operational Efficiency Study, the balance remaining will be used for other opportunities (likely the upcoming user fee study).

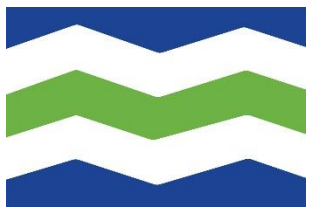
Board of Finance Motion

1. To approve and authorize the Chief Administrative Officer to execute a contract with Matrix Consulting Group for an Operational Efficiency Study for the City of Burlington, with a maximum limiting amount of \$99,000, subject to the final review and approval by the City Attorney’s Office.
2. To approve and authorize and recommend that the City Council approve and authorize the Chief Administrative Officer to reassign \$100,000 within the Assigned Fund Balance from the Jobs & People Study to Opportunities to Increase Revenues or Efficiencies.

City Council Motion

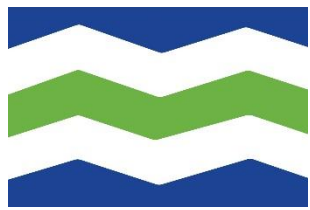
1. To approve and authorize the Chief Administrative Officer to reassign \$100,000 within the Assigned Fund Balance from the Jobs & People Study to Opportunities to Increase Revenues or Efficiencies.

Thank you for your consideration of this request.



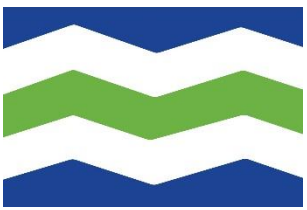
American Plan Rescue Act (ARPA) Expenditure Update

December 2023



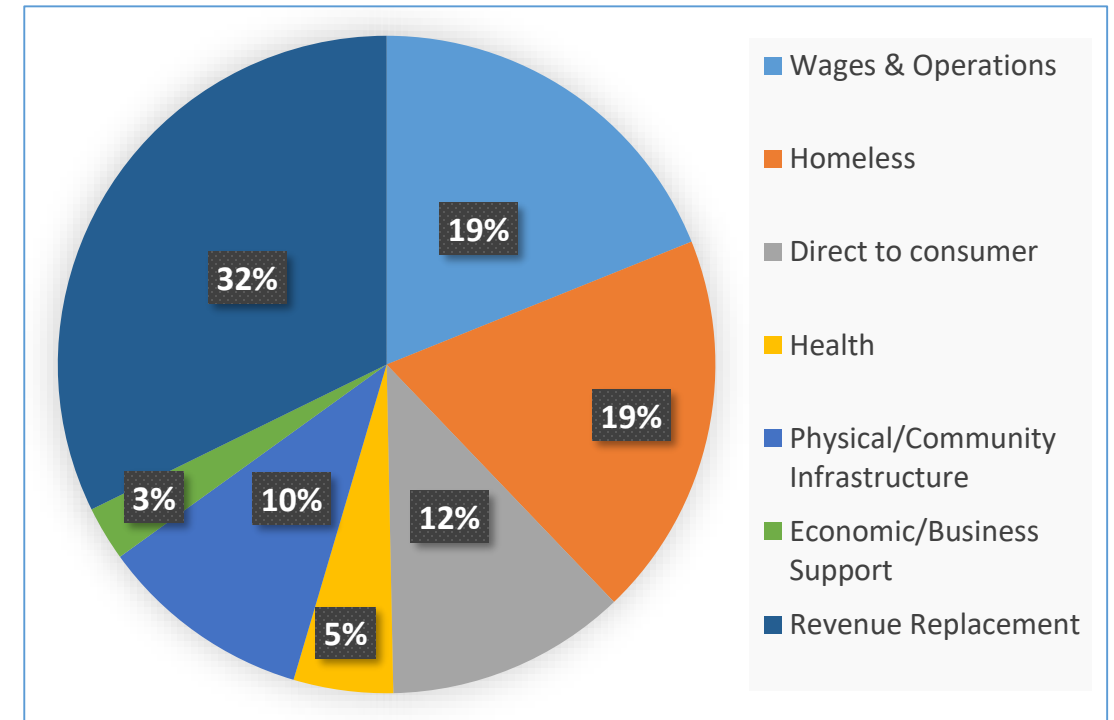
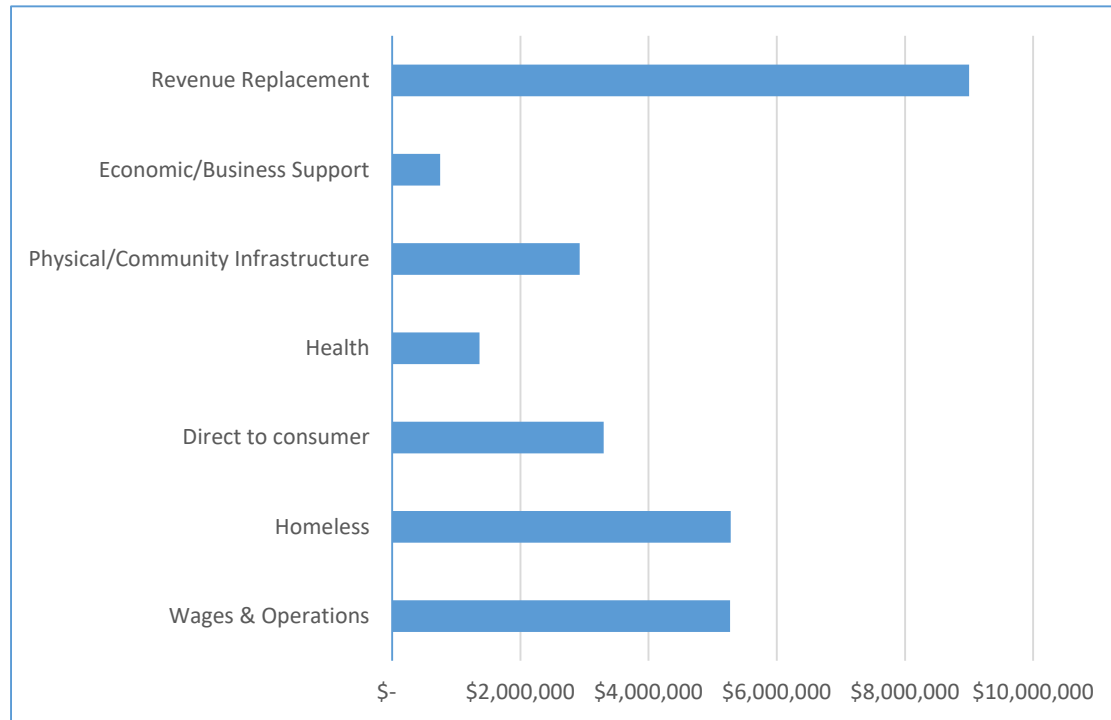
Expenditures Divided into 7 Main Categories

- Revenue Replacement
 - Traffic Fund
 - GF Lost Revenue
- Wages & Operations
 - CSL's
 - Emergency Overdose Calls
 - Equity/REIB
 - BPD Retention and Recruitment
 - RRC Operations
- Homelessness/Housing
 - Elmwood Community
 - Special Assistant to End Homelessness
 - Community Resource Center
- Direct to Constituent Support
 - BED Arrearages
 - Grants to Non-Profits
 - Property Tax Lag Relief
- Capital & Community Infrastructure
 - Water Main at Univ. Place
 - Roosevelt Park
 - FFL in the New North End
 - Community Space at 405 Pine
 - Park Kiosk
- Health Response
 - Masks
 - Community Vaccination Support
 - Employee Test Kits
 - Wastewater Testing
 - HEPA Filter Distribution
- Economic/Business Support
 - Graffiti Removal
 - 'Open Streets' Activations
 - Equitable Access to Fun Grants for Children
 - Grants to BIPOC Micro-Businesses

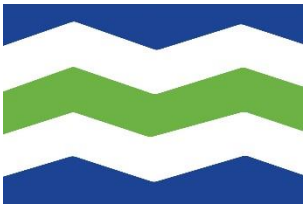


Expenditure Breakdown*

*All ARPA funds have been committed



**Graphs contain identical information in different formats



Questions?