



Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM

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

Please click the link below to join the webinar:

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****CCTV link: https://www.youtube.com/playlist?list=PLIjLFn4BZd2PwCge7lNoKug676jIf_iUA ****

1. Agenda

Subject	1.1. Motion to amend/adopt agenda
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	1. Agenda
Department	Council and Board
Type	Action Procedural
Recommended Action	Motion to amend/adopt agenda

2. Public Forum

Subject	2.1. Verbal Comments
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	2. Public Forum
Department	Council and Board
Type	Action Procedural

3. Consent Agenda

Subject	3.1. Motion to adopt the consent agenda and take the actions indicated
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 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. December 4, 2023 Board of Finance Meeting Minutes, Draft
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Information Minutes
Recommended Action	approve the minutes
Subject	3.3. Non-Tax Related Budget Solution Initiative Update - Board of Finance - December 18, 2023
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Clerk/Treasurer's Office
Type	Action (Consent) Communication Information
Recommended Action	waive the reading, accept the communication and place it on file
Subject	3.4. Old North End Greenway VTrans Grant Acceptance #CA0825 - DPW
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize the Director of Public Works to execute the Vermont Agency of Transportation Grant Agreement #CA0825 for the Old North End Greenway construction in the amount of \$75,000, obligating the City to commit a local match of \$166,000 of the total project budget of \$241,000, subject to approval by the City Attorney's Office

Subject	3.5. Accept Speed Radar Feedback Sign from the Old East End Neighborhood Coalition - DPW
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Public Works Department
Type	Action (Consent)
Recommended Action	to authorize the Director of Public Works to accept a speed radar feedback sign from the Old East End Neighborhood Coalition ("OEENC") with an approximate value in the amount of \$ 5,290; and, to execute a Memorandum of Understanding (MOU) between DPW and OEENC outlining the terms and conditions of such acceptance, subject to the prior review of the City Attorney's Office
Subject	3.6. Resolution: Terminate Option And Reject Offer Of Dedication: Chittenden Emergency Food Shelf Building At 228 North Winooski Avenue - CEDO
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent) Resolution
Recommended Action	to recommend that the City Council approve the attached resolution
Subject	3.7. Resolution: Terminate Option And Reject Offer Of Dedication: Vermont Legal Aid Building At 264 North Winooski Avenue - CEDO
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Community & Economic Development Office (CEDO)
Type	Action (Consent) Resolution
Recommended Action	to recommend that the City Council approve the attached resolution
Subject	3.8. Request to execute a Reinstatement of the First Amendment to the Cellular Antenna License Agreement with SprintCom, Inc. - Airport
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Airport

Type	Action (Consent)
Recommended Action	to approve and authorize Mayor Weinberger to execute the reinstatement of and First Amendment to the original Cellular Antenna License Agreement with SprintCom, Inc., subject to review and approval from the City's Attorney
Subject	3.9. Request for Authorization of a Budget Neutral Amendment to the FY2024 Patrick Leahy Burlington International Airport AIP-142 Project Budget in the Amount of \$3,453,000 - Airport
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Airport
Type	Action (Consent)
Recommended Action	to approve and recommend that the City Council authorize a budget neutral amendment to the FY24 Patrick Leahy Burlington International Airport budget to increase Federal Grant Revenue by \$3,107,700, State Grant Revenue by \$207,180 and Interfund Transfer proceeds by \$138,120, and to increase Capital Expenditures by \$3,453,000, for a total increase of overall expenditures and revenues by \$3,453,000
Subject	3.10. Schifilliti Park Shared-Use Path Construction Contract with Engineers Construction, Inc. - BPRW
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	3. Consent Agenda
Department	Parks, Recreation, & Waterfront
Type	Action (Consent)

4. For Approval and Recommendation to the City Council

Subject	4.1. Resolution: Authorization For Up To \$345,000 Step II Loan From Vermont Drinking Water State Revolving Fund For Final Design Of Reservoir Improvements Project - DPW - Water Resources
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department - Water Resources
Type	Action Resolution
Recommended Action	to recommend that the City Council approve the attached resolution
Subject	4.2. Resolution: Authorization For Up To \$352,127 Step I Loan From Vermont Drinking Water State Revolving Fund For Service Line Inventory Program - DPW - Water Resources

Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department - Water Resources
Type	Action Resolution
Recommended Action	to recommend that the City Council approve the attached resolution
Subject	4.3. Resolution: Authorization For Up To \$1,132,767 Step II Loan From Vermont Clean Water State Revolving Fund For Final Design Of Upgrades For Crescent Beach, Proctor Place And Water Plant (Penny Lane) Pump Stations -
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department - Water Resources
Type	Action Resolution
Recommended Action	to recommend that the City Council approve the attached resolution
Subject	4.4. Airport Equipment purchase over \$100,000; Toro Groundsmaster 5910-D rotary - Airport
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Airport
Type	Action
Recommended Action	to approve and recommend that the City Council approve and authorize a purchase from Grassland Equipment & Irrigation for a 2023 Toro Groundsmaster 5910-D (T4) in the amount of \$159,945.82
Subject	4.5. Request to purchase Two Ford F150 Lightnings and a Mach-E vehicle, and a budget neutral amendment - Airport
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Airport
Type	Action

Recommended Action	1. to approve and recommend that the City Council approve and authorize a purchase from Lamoille Valley Ford of three vehicles in the total amount of \$183,862 2. to approve and recommend that the City Council approve a budget neutral amendment in the amount of \$54,284 to the Fiscal Year 2024 Airport budget by increasing the amounts as described in the affiliated memorandum
Subject	4.6. Request to Execute a 2023 ARPA Clean Water Fund - MS4 grant agreement (Grant #06140-ARPA-CWF-MS4-01) - Airport
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Airport
Type	Action
Recommended Action	to approve and authorize the Director of Aviation to execute a 2023 ARPA Clean Water Fund – MS4 grant agreement (Grant # 06140-ARPA-CWF-MS4-01) not to exceed the amount of \$459,698, with a 20% matching requirement, after review and approval by the City Attorney’s Office
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Subject	4.7. 1. Creation of Water Resources Utility Inspector position 2. Creation of Stormwater Field Specialist position - DPW - Water Resources/HR
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Public Works Department - Water Resources
Type	Action
Recommended Action	to recommend that City Council approve the: 1. Creation of Water Resources Utility Inspector, Regular, Full-time, Non-Exempt, AFSCME, Grade 19, role in the Department of Public Works 2. Creation of Stormwater Field Specialist, Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Department of Public Works
Subject	4.8. Reclassification of one (1) Clerk/Treasurer position - C/T/HR
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	Clerk/Treasurer's Office
Type	Action
Recommended Action	to approve and recommend that the City Council approve the: ☐ Reclassification and Retitling of Cash & Banking Accounting, a Regular, Full-time,

Nonexempt,
AFSCME, Grade 16, position to Senior Accountant, a regular, Full-time, Exempt, Non-union, Grade 18, position in the Clerk/Treasurer's Office

Subject	4.9. Reclassification of Two BCA Positions - BCA/HR
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	4. For Approval and Recommendation to the City Council
Department	City Arts
Type	Action
Recommended Action	To recommend that City Council approve the: ☐ Reclassification of the Assistant Director position, a Regular, Full-Time, Exempt, Grade 19, position to a Regular, Full-Time, Exempt, Grade 22 position in Burlington City Arts retroactive to July 1, 2023, and to further authorize retro pay in an amount to not exceed \$1,929.97; and, ☐ Reclassification of the Festival and Event Director position, a Regular, Full-Time, Exempt, Grade 18 position to a Regular, Full-Time, Exempt, Grade 20 position in Burlington City Arts retroactive to July 1, 2023, and to further authorize retro pay in an amount not to exceed \$1,792.25

5. FY25 General Fund Budget Update

Subject	5.1. FY25 General Fund Budget Update - Board of Finance - December 18, 2023
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 PM, Bushor Conference Room 1st Floor, City Hall OR REMOTELY via ZOOM
Category	5. FY25 General Fund Budget Update
Department	Clerk/Treasurer's Office
Type	Information Discussion

6. Adjournment

Subject	6.1. Motion to adjourn
Meeting	December 18, 2023 - Board of Finance Meeting - Monday, December 18, 2023, 5:00 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
December 4, 2023**

MEMBERS PRESENT:

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

OTHERS PRESENT:

Katherine Schad
Jared Pellerin
Jordan Redell
Charles Dillard
Darren Springer
Emily Stebbins-Wheelock
Cindi Wight
Brian Pine
Kara Alnasrawi
Chapin Spencer
Megan Moir
Martin Lee

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 5:36 PM.

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

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

2.0 PUBLIC FORUM

2.1 Verbal Comments

Sharon Bushor spoke in support of the grant related to the South End Innovation Project, applauding the public and private stakeholders who are involved in the project. She said that she hopes the public will have a chance to weigh in on the project in more depth. She additionally spoke about the status of downtown, expressing support for the increased security presence but noting that downtown's economy is fragile

and continuing to advocate for more expanded free parking. She also spoke about the charter change related to Burlington Electric Department, saying that its impetus should be explained more thoroughly to the public.

3.0 CONSENT AGENDA

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

3.2 November 13, 2023 Board of Finance Meeting Minutes, Draft – approve the minutes.

3.3 November 20, 2023 Special Board of Finance Meeting Minutes, Draft – approve the minutes.

3.4 Community Partnership for Neighborhood Development Grant Acceptance – CEDO – 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.

3.5 Authorization to submit Substantial Amendment for changes to the Community Development Block Grant (CDBG) funding allocations in the 2023 Annual Allocation Plan – CEDO – 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: 1. \$175,000 to Steps for necessary improvements to their heating, ventilation, and air conditioning system at their new domestic violence shelter; and 2. \$95,000 to the Champlain Valley Office of Economic Opportunity for operational costs of running a low barrier shelter at the Champlain Inn; and 3. \$75,000 to the Champlain Housing Trust to install a privacy and security fence at the Champlain Inn property.

3.6 VT Center for Crime Victim Services "Victims of Crime Act" (VOCA) grant (Grant #02100-FY24/25-CN) – CEDO – CJC – 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 and grant acceptance and any necessary related documents after review and approval by the City Attorney's Office.

3.7 Request for Acceptance of American Rescue Plan Act (ARPA) 2023 Pretreatment Grant Funds for Businesses and Municipalities – DPW – Water Resources – 1. 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 approval of the City Attorney's Office; and 2. 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.

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

VOTING: unanimous; motion carries.

4.0 FOR APPROVAL AND RECOMMENDATION TO THE CITY COUNCIL

4.1 March 5, 2024 Annual City Meeting – Charter Change Re: Electric Department – BED

General Manager Springer said that this item seeks to exercise BED's charter authority to extend its line of credit from \$5 million to \$10 million, to reflect current budget needs and rate of inflation. He said that this would also increase BED's Moody's credit rating without creating upward pressure on rates.

Chief Financial Officer Stebbins-Wheelock noted that the current line of credit of \$5 million was set in 2007 and was set for working capital, though it has not been tapped since 2013. She said that the line is now used to bolster BED's days cash on hand metric, which is used to inform its credit rating. She said that as operating expenses grow, they need more dollars to cover at least 90 days cash on hand, and are finding that if they don't raise their line of credit, they will need to raise rates to maintain that level of cash on hand. She said that though \$10 million is likely more than is needed for a credit line increase, it would also mean that they will not need to return to ask for a further credit line increase as frequently.

Mayor Weinberger noted that they will discuss warning this for a public hearing at the next City Council meeting on December 11.

MOTION by City Council President Paul, SECOND by Councilor Dieng, to recommend that the City approve the attached resolution.

VOTING: unanimous; motion carries.

4.2 Re-classification/retitling of one position – BPRW/HR

Director Wight spoke about the Land Steward position as a leadership role on the conservation team, noting that they maintain foot paths, Route 127 paths, trails, the community gardens, and are representatives on the Open Space Committee of the Conservation Board.

MOTION by Councilor Magee, SECOND by Councilor Barlow, 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.

VOTING: unanimous; motion carries.

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

Mayor Weinberger noted that this was one of the five community infrastructure grants that was approved and funded through ARPA dollars by the City Council six months ago.

Director Pine said that this contract would be for the design build and the construction of the kiosk at City Hall Park.

Councilor Barlow noted the current conditions in City Hall Park and asked whether the design takes this into account, as they do not want this kiosk to be misused. Director Alnasrawi said that the design requirements included an anti-graffiti coating and safety and security elements for the protection of staff. She also noted that the apparently successful bidder for the operator of the kiosk had a strong bid and is very aware of the climate at City Hall Park. She said that she feels the kiosk will be a positive element for the park. Mayor Weinberger said that bringing positive activity into the park was one of the major goals of overall park improvement and renovation. He noted that there are detailed design renderings included along with the materials for tonight's meeting, to show some of the features Director Alnasrawi previously mentioned.

MOTION by City Council President Paul, SECOND by Councilor Magee, 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 the final review and approval of the City Attorney's Office.

VOTING: unanimous; motion carries.

4.4 ARPA Funding Dedicated to Housing and Homelessness – CEDO

Director Pine said that this is for a specific allocation of funds from those that were set aside for addressing housing and homelessness. He noted that this increased funding would go toward the Post Apartments (at the former VFW on South Winooski Avenue) and dedicate the remaining additional funding to Champlain Housing Trust to create permanently affordable housing in the next phase of the Cambrian Rise development.

Councilor Barlow asked about the Post Apartments project. Director Pine replied that it consists of 38 apartments at the former VFW. He said that it is currently a winter warming shelter, but that it will be redeveloped in the spring to be used as permanently affordable housing, with a focus on sheltering those who are immediately exiting homelessness. He noted that ten of the units would be set aside for priority housing for veterans.

Councilor Magee asked about the anticipated funding gap for the Special Assistant to End Homelessness and whether that is in FY 2026 or FY 2025, and Director Pine replied that it would be in FY 2025.

MOTION by Councilor Magee, SECOND by City Council President Paul, 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: 1. 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 2. 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 3. 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.

DISCUSSION:

- **Councilor Dieng asked if the Community Justice Center will be housed in the building with the Post Apartments and whether it would be renting space. Director Pine replied that yes, it would be renting space in the Post Apartments building.**

VOTING: unanimous; motion carries.

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

Division Director Moir said that this is similar to the catch basin cleaning contract and the on-call excavation contract, in that needs will arise and City staff lack the capacity to handle them as quickly as possible to address acute issues with pipes. They said that this contract would allow for more rapid response to address and fix pipe issues.

MOTION by Councilor Barlow, SECOND by Councilor Magee, 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.

DISCUSSION:

- **Councilor Dieng asked about pipe service activity in the New North End and the Old North End. Division Director Moir replied that Councilor Dieng is thinking of the sewer relining contract, which also involves filming, and is ongoing throughout the City through next year.**

VOTING:

4.6 Request for Approval of Contract for the Long-Term Climate Resilient Evaluation for North Plant Sewer Siphon – DPW – Water Resources
Division Director Moir noted that this item relates to the damaged sewer siphon pipe that was discovered in the Winooski River this past July. They noted that they were able to repair the pipe in the bottom of the river in November, but that rather than a band-aid approach, Water Resources would like to pursue a more climate resilient approach to designing the siphons in future, and that this item would fund hiring an engineer to evaluate the best path forward for a long-term approach. They noted that they have gotten signals from FEMA that this long-term design and build would be eligible for FEMA funding (with a 5% City cost-share), though there are other funding options that could be utilized. Engineering Manager Lee noted that they are keeping FEMA in the loop as they develop their approach, to ensure that this remains eligible for funding.

MOTION by Councilor Barlow, SECOND by Councilor Dieng, 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.

VOTING: unanimous; motion carries.

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

Division Director Moir said that the City has around 260 stormwater outfalls in various states of needing repair, and that this body of work is intended to keep ahead of stormwater outfall repair (because repair is much less costly than replacement when outfalls fail completely). They said that there are three high-priority outfalls that are being targeted: two on Riverside Avenue and one on the Beltline. They noted that separately, the City will also ensure that they examine the remainder of the outfalls and advance some number of those that are high-priority to be addressed. They said that they are not sure whether there will be funding remaining in the Clean Water Resiliency Plan from the 2018 bond to conduct these activities, but if there is, the three outfalls identified above would be prioritized. They noted that Water Resources will build in a funding request in the fall of 2024 for any new outfall issues that are identified as part of this work.

MOTION by Councilor Dieng, SECOND by Magee, to recommend that the City Council approve the attached resolutions for items 4.7 through 4.9 as a slate.

VOTING: unanimous; motion carries.

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
See item 4.7 above.

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
See item 4.7 above.

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
Chief Administrative Officer Schad said that this was referenced in the first FY25 budget update in September, noting that this was one of several items that would address a budget shortfall. She noted that she will be returning to the Board of Finance on December 18 with a more comprehensive update, but said that they will move forward with an RFP process for the operational efficiency study and the user fee study. She said that this item pertains to the operational efficiency study, which will include the seven largest departments in the General Fund (excluding Police and Fire, which are being analyzed separately). She noted that the bidder, Matrix, came in as the clear winner in the RFP process, being competitive on cost and demonstrating capacity to perform the scope of work given their team’s experience working with local governments. She noted that this study’s results should be available to inform the final FY25 budget.

Councilor Magee asked for more detail about the Clerk Treasurer’s Office assessment that was conducted in the past. Chief Administrative Officer Schad replied that this assessment was completed by Clifton, Allen, Larson several years ago, and that the City largely implemented the recommendations that came out of that assessment. Councilor Magee asked whether Matrix would be looking at the C/T Office more comprehensively or if they’d be looking at different aspects than the prior assessment. Chief Administrative Officer Schad replied that Matrix would be looking at different components than the prior assessment, such as whether the current staffing levels are adequate to meet the capacity of the C/T Office.

MOTION by Councilor Magee, SECOND by City Council President Paul, to 1. 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; and 2. 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.

VOTING: unanimous; motion carries.

5.0 PRESENTATION REGARDING AMERICAN RESCUE PLAN ACT (ARPA) EXPENDITURE UPDATE DECEMBER 2023 – BWD

5.1 Presentation Regarding American Rescue Plan Act (ARPA) Expenditure Update December 2023 – BWD
Director Alnasrawi said that this is an update on ARPA commitments and expenditures. She noted that the City received \$27 million total in ARPA funding, which can be bucketed into seven main categories: revenue replacement, wages and operations, homelessness and housing, direct-to-constituent support, capital and community infrastructure, health response, and economic/business support. She noted that 32% of the funding went toward revenue replacement, which was the original intent of the legislation. She noted that larger chunks of funding also went toward wages/operations and addressing homelessness. She noted that all APRA funding for Burlington has been committed at this

junction, which needed to occur by the end of 2024. She noted that expenditure of the funding needs to occur by the end of 2026, and that the City anticipates fully expending the dollars.

Councilor Magee noted that several positions were created with these funds, which will then become General Fund obligations when this funding sunsets. He requested a brief update ahead of the budget season on replacement funds for these positions going forward. He said that more explicitly showing how much of this funding (not just the direct-to-constituent category) went to directly supporting members of the community will be important for future communications.

Councilor Dieng asked about how much ARPA funding is committed to contingencies (and therefore could still be available, if not needed for those contingencies). Director Alnasrawi replied that there may be additional flexibility in the revenue replacement line, though it will likely be further obligated during the FY25 budgeting cycle. She said that there may be some tens of thousands in more flexible funding in contingency lines.

6.0 ADJOURNMENT

6.1 Motion to Adjourn

With no further business and without objection the meeting was adjourned at 6:38 PM.

RScty: AACoonradt



Non-Tax Related Budget Solution Initiative Update

Board of Finance – December 18, 2023



Initiatives Considered

- Operational Efficiency Analysis
- Review and Expand Direct Fees for Services
- Revenue & Equity Analysis
- Fleet Analysis
- Impact Fee Analysis
- CEDO Financial Sustainability Study
- Update PILOT program
- Expand Franchise Fees
- Introduce Transportation Utility Fees



Operational Efficiency Analysis

- Hire a consulting firm to improve the efficiency of municipal operations, increasing the value of services delivered to the community.
- Approach based on best practices in both municipal government and private industries (as applicable).
- The analysis will be on departments with the largest expense budgets, specifically BCA, BPRW, BWD, CEDO, CT, DPW, and P&I (does not include Public Safety Departments as those have been or are being done).
- **Bottom line: Work to start in December with selected contractor with a final report by May. Expecting this analysis to save \$2M in FY25.**



Reviewing and Expanding Direct Fees for Services

- Approximately \$13M of FY24 GF Revenue (13%) with fees growing organically but unevenly over time.
- Examples include ambulance fees, space rental, boat slips, class registration fees, parking, campground rental, and more!
- **Bottom line: RFP for consulting services posted in November. Proposals received Dec 1 with plan to start this work in early January and complete it in April. Expecting this analysis to generate an additional \$1.3M in FY25.**



Revenue & Equity Analysis

- On Jan 8, consulting firm [Urban3](#) will present insights into the economic value of city's land use and development patterns to BOF:
 - property value/acre of various land uses
 - tax exempt property, taxable value relative to land area
 - assessed values compared to sales values, pre- & post-reappraisal
 - appeals by property value and impact on citywide grand list value
- **Bottom line: Urban3 will make recommendations so BOF/CC can consider possible action using these insights, alongside Reappraisal Ad Hoc Committee suggestions to make updates to tax-exempt pilots, etc. We do not expect these to be immediately revenue-generating in FY25.**



Fleet Analysis

- Committee estimates average annual need \$2-3M to sustainably replace GF fleet.
- Annual GF Fleet lease payments through FY26 of ~\$1M.
- Working with consultants [MoveEV](#) who are helping fleet team to:
 - Fully document details of the City's fleet for the first time;
 - Provide guidance to assist the City in efficiently transitioning to EVs;
 - Apply for federal and state fleet funding (with grants team) to help City to transition to electric vehicles; and
 - Establish a financially sustainable plan for vehicle replacement and procurement that includes an analysis of current purchasing and financing mechanisms.
- **Bottom line: We will have a baseline report from MoveEV in February 2024, including their procurement recommendations, as well as financial strategies, at that time.**



Impact Fee Study

- Worked with consultant to refine legally eligible Capital Projects & impact on system capacity to calculate base fees. Fee categories likely to shift/aggregate to support priority capital needs and maximize fees' impact.
- Determine any related policy objectives that will impact fee categories or discounts/exemptions (i.e. lower fees for high-scoring TDM).
- As fees finalized, prepare financial feasibility report for several housing typologies that considers cumulative effect of impact fees, other city permit fees, IZ requirement, etc.
- **Bottom Line: May not result in significant new revenues, but some shift in categories; aiming for Council adoption of new fees schedule to be effective in FY25.**



CEDO Financial Sustainability Study

- CEDO is part of a US Dept of Housing & Urban Development program to work with consultants to identify options to diversify the funding stream to achieve greater fiscal stability for CEDO.
- Consultants, Enterprise Community Partners, were onsite in October to meet with stakeholders and gather information about CEDO's mission and existing financial model.
- Consultants met with CEDO in late November to share initial findings regarding CEDO financial model and compare CEDO's financial model with peer cities.



Initiatives to Consider in FY25 or FY26

Still worth pursuing but these will take more staff time than currently available in FY24 in light of other initiatives already underway:

- Establishing a PILOT Task Force
- Expanding Franchise Fees
- Introducing Transportation Utility Fees



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance/City Council

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

DATE: December 18, 2023

CC: Chapin Spencer, Director of Public Works
Norman Baldwin, PE, Assistant Director of Public Works/City Engineer
James Sherrard, PE, Stormwater Program Manager

RE: Old North End Greenway VTrans Grant Acceptance #CA0825

Request:

The Department of Public Works ("DPW") is requesting Board of Finance and City Council approval for the City to accept the Vermont Agency of Transportation (VTrans) Bicycle & Pedestrian Program Small Scale Grant for Old North End Greenway Construction. The grant amount is \$75,000 to be paid upfront by the City of Burlington and then reimbursed by VTrans, with a local match of \$166,000 in city funds for a total project budget of \$241,000.

Background of the Old North End Greenway

The Board of Finance and City Council authorized the Director of Public Works to execute the VTrans Project Commitments Form on September 18, 2023.

This 1.5 mile greenway is built along a series of quiet residential streets through the heart of Burlington's Old North End Neighborhood. This corridor was a key identified community need in Burlington's comprehensive 2017 plan BTV Walk/Bike plan. This corridor acts as a key East-West bikeway across the city – providing a safe and low-stress / low traffic route between numerous destinations across downtown, UVM, and North Ave.

This facility is built along a series of quiet streets where bike lanes, sharrows, and signage clearly illustrate the intended city scale connectivity. The low traffic speeds are encouraged through a series of (currently temporary) curb extensions through the corridor, narrowing roadway widths and diverting automotive through traffic to nearby collector roadways. This project will replace all current temporary facilities with permanent ones. Funding will replace planters, bollards, and paint with physical curb extensions and rain gardens/bioretention systems. There will be no change in on-street parking along the corridor from the current conditions.

Planning, engineering design, and quick build installation have already been completed for the Old North End Greenway. This shovel-ready project was awarded funding from the VTrans Bicycle and Pedestrian Program Small Scale Grant, which comes from state funding only (no federal dollars), allowing the project to advance quickly to construction and avoiding costly and time-consuming federal permitting and processes. Design and contract documents have already been developed, and we anticipate construction of this project within the next two years.

Funding for the Old North End Greenway

The total project budget is \$241,000. The funding for this project comes from VTrans Municipal Assistance Bureau Bicycle and Pedestrian Program Small Scale Grant and the local City funded match coming from Transportation Capital funds, as well as a portion from the Stormwater program to support the construction of two bioretention systems.

- VTrans is providing \$75,000
- Transportation Capital is providing \$157,000
- Stormwater Program is providing \$9,000 to support the construction of two bioretention systems

Transportation Capital has the capacity to fund this project with budgeted funds previously approved through the annual budget process by both the Capital Committee and the City Council in fiscal year 2024 from the March 2022 General Obligation bond.

Attachments

1. VTrans Cooperative Agreement #CA0825

Motions

Actions for Board of Finance:

To approve and recommend that the City Council authorize the Director of Public Works to execute the Vermont Agency of Transportation Grant Agreement #CA0825 for the Old North End Greenway construction in the amount of \$75,000, obligating the City to commit a local match of \$166,000 of the total project budget of \$241,000, subject to approval by the City Attorney's Office.

Actions for City Council:

To authorize the Director of Public Works to execute the Vermont Agency of Transportation Grant Agreement #CA0825 for the Old North End Greenway construction in the amount of \$75,000, obligating the City to commit a local match of \$166,000 of the total project budget of \$241,000, subject to approval by the City Attorney's Office.

STATE OF VERMONT STANDARD GRANT AGREEMENT

Part 2 – Grant Agreement

1. Parties: This is a Grant Agreement for the advancement of a transportation project between the State of Vermont, Agency of Transportation (hereinafter called “State”), and **City of Burlington**, a **US Local Government**, with its principal place of business at **645 Pine Street, Suite A, Burlington, Vermont 05401**, (hereinafter called “Grantee”). It is the Grantee’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Grantee is required to have a Vermont Department of Taxes Business Account Number.
2. Subject Matter: The subject matter of this Grant is the advancement of a transportation project known as **Burlington ST BP24(2)**. A detailed description of the project and the services to be provided by the Grantee are described in Attachment A.
3. Award Details: Amounts, dates and other award details are as shown in the attached Grant Agreement Part 1 – Grant Award Detail. A detailed scope of work covered by this award is described in Attachment A.
4. High Risk: If at any time the Grantee or Subaward are determined to be high risk as per the State of Vermont, Agency of Administration, Bulletin No. 5, Policy for Grant Issuance and Monitoring, or 2 CFR §200.331, additional monitoring measures will be imposed in accordance with 2 CFR §200.207.
5. Prior Approvals: If approval by the Attorney General’s Office is required by the granting agency, neither this Grant nor any amendment to it is binding until it has been approved by the Attorney General’s Office.
 - Approval by the Attorney General’s Office is required.
 - Approval by the Secretary of Administration is not required.
 - Approval by the CIO/Commissioner DII is not required.
6. Amendment: No changes, modifications, or amendments in the terms and conditions of this Grant shall be effective unless reduced to writing, numbered, and signed by the duly authorized representative of the State and Grantee.
7. Cancellation: This Grant may be cancelled by either party by giving written notice at least thirty (30) days in advance.
8. Attachments: This Grant Agreement consists of **18** pages including the following attachments which are incorporated herein:
 - Grant Agreement-Part 1 – Grant Award Detail
 - Attachment A – Description of Project and Scope of Work to be Performed by Grantee Attachment
 - B – Payment Provisions
 - Attachment C – Standard State Provisions for Contracts and Grants (12/15/2017)
 - Attachment D – Other Grant Agreement Provisions
 - Attachment E – DOT Standard Title VI Assurances and Non-Discrimination Provisions (DOT 1050.2A) - Assurance Appendix A and Assurance Appendix E

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

STATE OF VERMONT
AGENCY OF TRANSPORTATION

GRANTEE:
CITY OF BURLINGTON

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: Joe Flynn

Name: _____

Title: Secretary of Transportation

Title: _____

Part 1-Grant Award Detail

¹ Grant #: CA0825		² Original ☒ Amendment #	
³ Grant Title: Burlington ST BP24(2)			
⁴ Amount Previously Awarded: \$ 0.00		⁵ Amount Awarded This Action: \$ 75,000.00	
⁶ Total Award Amount: \$ 75,000.00			
⁷ Award Start Date: 11/15/2023		⁸ Award End Date: 12/31/2025	
		⁹ Subrecipient Award: YES ☐ NO ☒	
¹⁰ Vendor #: 0000040096		¹¹ Grantee Name: City of Burlington	
¹² Grantee Address: 645 Pine Street, Suite A			
¹³ City: Burlington		¹⁴ State: VT	
		¹⁵ Zip Code: 05401	
¹⁶ State Granting Agency: Vermont Agency of Transportation			¹⁷ Business Unit: 08100
¹⁸ Performance Measures: YES ☒ NO ☐		¹⁹ Match/In-Kind: \$ 75,000.00 Description: Required Local Match	
²⁰ If this action is an amendment, the following is amended:			
Amount:	Funding Allocation:	Performance Period:	Scope of Work:
	Other:		

²¹ Grantee Identifier [UEI] #: NLGQG6KK7791		²² Indirect Rate: 130.23 % (Approved rate or de minimis 10%)	²³ FFATA: YES ☐ NO ☒	
²⁴ Grantee Fiscal Year End Month (MM format): 6			²⁵ R&D: ☐	
²⁶ Entity Identifier [UEI] Name <i>(if different than VISION Vendor Name in Box 11):</i>				

Fund Type	²⁷ Awarded Previously	²⁸ Award This Action	²⁹ Cumulative Award	³⁰ Special & Other Fund Descriptions
General Fund	\$	\$	\$	
Special Fund	\$	\$	\$	
Global Commitment (non-subrecipient funds)	\$	\$	\$	
Other State Funds	\$ 0.00	\$ 75,000.00	\$ 75,000.00	Transportation Funds

³¹ CFDA #	³² Program Title	³³ Awarded Previously	³⁴ Award This Action	³⁵ Cumulative Award	³⁶ FAIN	³⁷ Federal Award Date	³⁸ Total Federal Award
		\$	\$	\$			\$
³⁹ Federal Awarding Agency:			⁴⁰ Federal Award Project Descr:				
		\$	\$	\$			\$
Federal Awarding Agency:			Federal Award Project Descr:				
		\$	\$	\$			\$
Federal Awarding Agency:			Federal Award Project Descr:				
		\$	\$	\$			\$
Federal Awarding Agency:			Federal Award Project Descr:				
		\$	\$	\$			\$
Federal Awarding Agency:			Federal Award Project Descr:				
		\$	\$	\$			\$
Federal Awarding Agency:			Federal Award Project Descr:				
Total Awarded - All Funds		\$ 0.00	\$ 75,000.00	\$ 75,000.00			

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

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

City	Burlington
Location	Peru and Loomis Streets
Description	Old North End Greenway / Bike Lanes – Permanent Construction

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

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

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

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

6. Compliance with State and Local Requirements. Grantee will comply with the requirements of all state and local laws, ordinances and regulations applicable to the Project.

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

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

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

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

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

**Vermont Agency of Transportation
Municipal Assistance Bureau
Grant Recipient
Project Commitments Form (PCF) – Small Scale Bike/Ped Program Project**

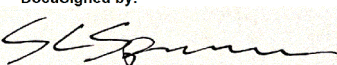
Grant Recipient (*Grantee*): City of Burlington

Project Name Old North End (ONE) Greenway Construction

Name of Municipal employee in *Responsible Charge* of this project regardless of any additional contracted management services: Julia Ursaki, Public Works Transportation Engineer

By signing at the bottom of this document, the *Grantee* agrees to the following:

1. We acknowledge that we are responsible for providing the local share of the project funding and commit to doing so.
2. We are ready to move forward with this project and will sign the grant agreement within one month of receiving it from the State of Vermont Agency of Transportation (VTrans).
3. Within 2 months of receiving a fully executed grant agreement from VTrans, we will begin the process of designing and seeking any needed permits for the project.
4. The *Grantee* shall keep the project moving with a goal of construction within 18 months of the date below.
5. We will submit reports at least quarterly that detail project progress.
6. We understand that a copy of this PCF will be appended to the grant agreement.

DocuSigned by:

16A952D842EF4B5...

Authorized municipal official (Name and Signature)

9/19/2023

Date

DS


9/19/2023

ATTACHMENT B
PAYMENT PROVISIONS

1. Funding Ratio. Up to the total available funds to the Grantee shown below, the State agrees to pay 50% of the total Project costs eligible for State participation, except for State's review costs, which will be borne 100% by the State. The State shall not be responsible for expenses incurred by the Grantee except as specified in this Agreement.

2. Non-Participating Costs. Work accomplished by the Grantee, and/or its consultant or contractor, which has been designated by the State as non-participating for purpose of financial reimbursement, shall be the sole responsibility of the Grantee. Examples of non-participating costs include elements outside the scope of work, utility work not related to the project scope, any work outside of the Project limits and approaches.

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

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

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

	Federal \$	State \$	Local \$	Total \$
Total Available Funds to Grantee*	\$0	\$75,000	\$75,000	\$150,000

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

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

7. Allocation of Funds by STATE. On the basis of the Grantee's request for authorization to develop the Project, and subject to the availability of state funds, the State agrees to make available to the Grantee a sum not to exceed **\$75,000** in State funds as described in Section 5 above.

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

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

Name: **Peter Pochop, Project Manager**
Division: Municipal Assistance Program
Address: Vermont Agency of Transportation
219 North Main Street
Barre, VT 05641

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

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

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

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

\$1,000,000 Personal & Advertising Injury

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

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

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

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

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

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

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

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

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

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

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

16. Taxes Due to the State:

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

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

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

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

27. Termination:

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

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

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

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

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

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

32. Requirements Pertaining Only to State-Funded Grants:

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

(End of Standard Provisions)

ATTACHMENT D
OTHER GRANT AGREEMENT PROVISIONS

1. **Cost of Materials:** Grantee will not buy materials and resell to the State at a profit.
2. **Prior Approval/Review of Releases:** Any notices, information pamphlets, press releases, research reports, or similar other publications prepared and released in written or oral form by the Grantee under this grant agreement shall be approved/reviewed by the State prior to release.
3. **Ownership of Equipment:** Any equipment purchased by or furnished to the Grantee by the State under this grant agreement is provided on a loan basis only and remains the property of the State.
4. **Grantee's Liens:** Grantee will discharge any and all contractors' or mechanics' liens imposed on property of the State through the actions of subcontractors.
5. **State Minimum Wage:** The Grantee will comply with the state minimum wage laws and regulations, if applicable.
6. **Health Insurance Portability and Accountability Act (HIPAA):** The confidentiality of any health care information acquired by or provided to the Grantee shall be maintained in compliance with any applicable State or federal laws or regulations.
7. **Equal Opportunity Plan:** If it is required by the Federal Office of Civil Rights to have a plan, the Grantee must provide a copy of the approval of its Equal Opportunity Plan.
8. **Supplanting:** If required, the Grantee will submit a Certification that funds will not be used to supplant local or other funding.
9. **Construction.** The Grantee will construct the project using sound engineering practices and in accordance with plans defining the work. The latest editions of the following design guidance shall be used (as applicable):
 - a. VTrans Vermont State Design Standards
 - b. Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
 - c. American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide
 - d. AASHTO Guide for the Development of Bicycle Facilities
 - e. AASHTO Guide for Planning, Design and Operation of Pedestrian Facilities
 - f. AASHTO Guide for Design of Pavement Structures
 - g. AASHTO Specifications for Highway Bridges
 - h. U.S. Department of Justice rules implementing the Americans with Disabilities Act (ADA), 28 CFR Part 36)
10. **Permits.** Compliance with Permit Conditions. The Grantee will obtain all necessary permits and other approvals required to construct the Project and will be responsible for assuring that all permit or approval requirements are complied with during construction and, to the extent applicable, for the life of the project.

- 11. Damage to Abutters.** The Grantee will pay the total cost of any incidental damages that may be sustained by abutting or adjacent property owners or occupants as the result of construction of the project.
- 12. Acquisition of Additional Right-of-Way.** The Grantee will be responsible for obtaining additional right-of-way, if any, needed for the project. The cost of any such right-of-way shall be the responsibility of the Grantee.
- 13. Utility Relocations.** The Grantee will be responsible for making any necessary arrangements for utility relocations needed to accommodate the project. Please call Dig Safe at 1-800-DigSafe (www.digsafe.com). The cost of any improvements to existing utilities shall be the responsibility of the Grantee or the utility.
- 14. Traffic Control.** The Grantee will provide all traffic control necessary to assure the safe movement of traffic during construction.
- 15. Maintenance of Project Improvements.** The Grantee will maintain the completed project in a manner satisfactory to the State or its authorized representatives and shall make ample provisions each year for town highways and structures. In this regard, the Grantee acknowledges that its attention has been directed to Vermont Statutes Annotated, Title 19, Sections 304 (Duties of selectmen) and 310 (Highways, bridges and trails).
- 16. Cargo Preference Act Compliance (if applicable).** The contractor/recipient/Grantee is hereby notified that the Contractor and Subcontractor(s)/recipients and Grantees are required to follow the requirements of 46 CFR 381.7 (a)-(b), if applicable. For guidance on requirements of Part 381 – Cargo Preference – U.S. Flag Vessels please go to the following web link: <https://www.fhwa.dot.gov/construction/cqit/cargo.cfm>.

Assurance Appendix A

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

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

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

Assurance Appendix E

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

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

Board of Finance and City Council Submission ChecklistDepartment: Public Works Submitter: Julia UrsakiTitle/Subject: Old North End Greenway VTrans Grant Acceptance #CA0825

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	12/18/2023

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	12/11/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	12/13/2023	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	12/11/2023	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/11/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	12/12/2023	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	VTrans grant agreement #CA0825
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Motion
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.



**CITY OF BURLINGTON
DEPARTMENT OF PUBLIC WORKS**

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

Chapin Spencer
DIRECTOR OF PUBLIC WORKS

MEMORANDUM

TO: Board of Finance

FROM: Julia Ursaki, PE, Public Works Transportation Engineer
Alan Mashtare, Traffic Manager

DATE: December 18, 2023

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

RE: Accept Speed Radar Feedback Sign from the Old East End Neighborhood Coalition

Request:

The Department of Public Works ("DPW") is requesting that the Board of Finance authorize the Director of Public Works to execute the Memorandum of Understanding (MOU) between DPW and the Old East End Neighborhood Coalition ("OEENC") pursuant to DPW accepting a speed radar feedback sign purchased by the OEENC.

Background

The OEENC is a neighborhood-based group that is dedicated to building community, preserving history, and enhancing livability of Burlington's Old East End neighborhood, which includes Grove Street, Chase Street, and Barrett Street. The OEENC received a grant earlier this year from AARP to promote walkability, slow traffic, increase accessibility and emphasize mobility for 50+ residents. The OEENC has worked with DPW to make several improvements to the neighborhood already.

As part of this grant initiative, the OEENC has proposed that DPW installs and maintains a speed radar feedback sign on Grove Street that the OEENC purchases with their grant money. The goal of installing this sign is to reduce speeds on Grove Street. The sign would remain on Grove Street for one year, and then would be added to DPW's stock of speed radar feedback signs and rotated to different locations throughout the City, and periodically put back on Grove Street.

The OEENC has worked with DPW to choose a speed radar feedback sign that is compatible with DPW's capability to maintain and repair if necessary. The value of this sign is \$5,290.

Attachments

1. Memorandum of Understanding

Motions

Actions for Board of Finance:

1. To authorize the Director of Public Works to accept a speed radar feedback sign from the Old East End Neighborhood Coalition ("OEENC") with an approximate value in the amount of \$ 5,290; and, to execute a Memorandum of Understanding (MOU) between DPW and OEENC outlining the terms and conditions of such acceptance, subject to the prior review of the City Attorney's Office.

Memorandum of Understanding Regarding Purchase, Installation, Use and Maintenance for Radar Message Sign

The Memorandum of Understanding is between the City of Burlington Department of Public Works (**DPW**) and Old East End Neighborhood Coalition (**OEENC**).

This agreement is to define cooperative roles and responsibilities regarding the purchase, installation, use, and maintenance of a radar message sign (**RMS**). This MOU will remain active from the date of execution below for a one year period.

OVERALL ROLES:

- **OEENC** is responsible for the following
 - Purchase of (1) All Traffic Solutions Speed/Alert 18B Radar Message Sign (RMS) including mount bracket, integrated Solar pole mount battery kit (iA/SA18) m33 Ah battery with solar controller, and 90W Solar panel including bracket for pole and harness
 - RMS will include 3-year warranty
 - Upon initial installation of the RMS, OEENC will donate the RMS and its accessories to DPW.
 - OEENC will collaborate with DPW on the optimal placement for the initial installation of the RMS on Grove Street in Burlington.
 - OEENC will collaborate with DPW on the programming of messages to be displayed by the RMS
- **DPW** is responsible for the following
 - DPW will supply a mounting pole for the RMS
 - DPW will arrange for the installation of the pole, RMS, and its accessories to be located on the greenbelt on Grove Street in a specific location agreed to by OEENC and DPW. The RMS will be maintained at this location for one year from the date of installation.
 - DPW will assume ownership and maintenance of the RMS and its accessories upon completion of the initial installation.
 - At its discretion, DPW may provide traffic monitoring equipment on Grove Street to assess pre and post installation traffic performance.
 - After one year of operation on Grove Street, DPW may move the RMS to another Burlington location. When the RMS is removed from Grove Street, DPW will include the Grove Street location as part of the rotating network of the City's radar speed signs and will periodically re-install either standard radar speed sign or the RMS at the original Grove Street location.

This MOU may be renewed upon its expiration. The MOU may be amended at any time as needed while it is in effect subject to agreement by both parties.

Please sign and date below.

Chapin Spencer, Director, City of Burlington Department of Public Works

David Cawley, for Old East End Neighborhood Coalition

Board of Finance and City Council Submission Checklist

Department: Public Works Submitter: Julia Ursaki

Title/Subject: Old East End Speed Sign

	Approval:	Meeting Date:
☒	Board of Finance	12/18/2023
☐	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	12/12/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	12/14/2023	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	12/12/2023	Hayley McClenahan
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/12/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	12/12/2023	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	MOU
Additional Materials, if necessary	N/A	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Motion
If for submission to Council, are sponsors identified?	N/A	Click or tap here to enter text.

Resolution Relating to

TERMINATE OPTION AND REJECT OFFER OF
DEDICATION: CHITTENDEN EMERGENCY FOOD
SHELF BUILDING AT 228 NORTH WINOOSKI AVENUE

RESOLUTION_____

Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

1 That WHEREAS, Champlain Housing Trust, Inc. f/k/a Burlington Community Land Trust (“CHT”) is the
2 developer, owner and manager of the building located at 228 North Winooski Avenue, Burlington, Vermont,
3 said building having been developed by CHT on behalf of the nonprofit organization Feeding Chittenden f/k/a
4 Chittenden Emergency Food Shelf; and

5 WHEREAS, CHT led a capital campaign that raised \$1.2 million in donations and tax-exempt bonds
6 for the ReLIEF project of the early 1990’s; and

7 WHEREAS, the Burlington Community Development Corporation (“BCDC”) duly authorized the
8 issuance and sale of its community development revenue bonds and loaned the proceeds of the bonds to CHT
9 for the purpose of defraying a portion of the cost of acquiring and rehabilitating these facilities and lands; and

10 WHEREAS, BCDC issued the bonds in three series and Series C of the bond issuance applied
11 specifically to the Feeding Chittenden Building; and

12 WHEREAS, the City has a beneficial interest in BCDC and approved issuance of the bonds by BCDC
13 for the purpose of qualifying the interest payable on the bonds for exclusion from gross income pursuant to
14 Section 145(a) of the Internal Revenue Code; and

15 WHEREAS, in order to ensure the interest from the bonds would be excluded from gross income for
16 federal income tax purposes, the transaction was required to provide the City with both an option, exercisable
17 at any time during the life of the transaction, to obtain unencumbered fee title to and possession of the
18 property financed with the bonds as well as requiring that a dedication of the property to the City be made
19 upon repayment of the loan; and

20 WHEREAS, CHT has been responsible for the debt service on the bond and has been a successful
21 owner of the property, and as the term of the loan draws to a close, CHT wishes to refinance the building and
22 continue its lease arrangement with Feeding Chittenden f/k/a Chittenden Emergency Food Shelf; and

23 WHEREAS, the City supports the continued lease of the building to Feed Chittenden as a mechanism
24 for maintaining the positive provision of social services which inspired the BCDC bond participation, and the

City does not desire to take ownership of the building and is prepared to reject the Irrevocable Offer of Dedication and terminate its Option Agreement with CHT; and

WHEREAS, the Board of Finance at its meeting on December 18, 2023, approved rejecting the Irrevocable Offer of Dedication granted to the City by CHT and terminating the City's option to purchase said property pursuant to the City's Option Agreement with CHT and recommends approval to the City Council;

NOW, THEREFORE, BE IT RESOLVED that the City, by and through its City Council, in order to facilitate CHT's continued ownership of the Feeding Chittenden Building and lease to Feeding Chittenden to operate as a food shelf, hereby authorizes Mayor Miro Weinberger to execute all documents necessary to reject the Irrevocable Offer of Dedication granted to the City by Champlain Housing Trust, Inc., f/k/a Burlington Community Land Trust, Inc., dated September 15, 1994, recorded in Volume 514, Page 572 of the City of Burlington Land Records, respecting this building; and

BE IT FURTHER RESOLVED that the City, by and through its City Council, in order to facilitate CHT's continued ownership of the Feeding Chittenden property and lease to Feeding Chittenden to operate as a food shelf, hereby authorizes Mayor Miro Weinberger to execute all documents necessary to terminate the City's option to purchase said property pursuant to the City's Option Agreement with Champlain Housing Trust, Inc., f/k/a Burlington Community Land Trust, Inc., dated September 15, 1994, recorded in Volume 514, Page 563 of the City of Burlington Land Records, respecting this building.



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 and City Council
FROM: Brian Pine, CEDO Director
DATE: December 18, 2023
RE: Terminate option and reject offer of dedication: Chittenden Emergency Food Shelf (228 North Winooski Ave) and Vermont Legal Aid (264 North Winooski Ave)

This memo and attachments are intended to provide information related to terminating the City's option and rejecting the offer of dedication to take title on the above-referenced CHT properties. The City took similar action in 2017 for a property located at 179 South Winooski Avenue that was also financed with bonds issued by the City to enable the acquisition by The Turning Point.

Background:

The subject properties were purchased as part of the ReLIEF Project. ReLIEF, which stands for Regional Low-Income Emergency Facilities, was a cooperative effort of five nonprofit agencies, each serving low income individuals, to secure properties for serving their missions. Burlington Community Land Trust, the precursor to CHT, served as the developer, owner and manager of all three ReLIEF buildings. They purchased and renovated the three buildings so that the agencies could keep their focus on serving their clients.

As part of this effort, CHT led a capital campaign that raised \$1.5 million in donations and secured the commitment of six local banks to purchase tax exempt bonds. The Burlington Community Development Corporation (BCDC) supported the effort by issuing tax exempt 501(c)(3) bonds to help finance the purchase and renovation of the facilities. In this instance, the City served as what the IRS considers a "Conduit Issuer". "Conduit Financing" is where tax-exempt bonds are issued by a state or local government (Conduit Issuer) and the proceeds are used for a defined qualified purpose by an entity other than the government issuing the bonds (the conduit borrower). These conduit bonds provided access to lower cost capital that enabled CHT to ensure the stability of critical services for low-income households.

CHT through ReLIEF paid for all legal and transactional costs, including legal and Bond Counsel for BCDC. The properties have not cost the City any funds, and the local taxpayers have not contributed to the cost associated with the purchase or operation of the three buildings. All properties pay property taxes per Vermont statute.

However, an IRS Revenue Procedure issued in reference to the type of tax-exempt financing issued by BCDC required that the issuing municipality have an option to take title to the property when the bonds are retired. The City has an irrevocable offer of dedication which would allow it to take ownership of the properties upon retirement of the bonds, subject to acceptance by its legislative body. Since the City used BCDC to serve as a conduit issuer so that CHT could benefit from the favorable rate and term afforded with tax-exempt bonds, there was no expectation on the part of either party that the City would take title to the properties at the end of the life of the bonds.

CHT will make the final bond payment in the coming weeks and that will trigger the City's option and CHT's offer of dedication for the both properties. CHT has requested that the City reject the offer of dedication and terminate its option on the Property, leaving clear title with CHT. All costs for the transactions will be paid for by CHT.

Proposed Transactions:

Once the City Council has authorized the formal rejection of the offer of dedication and the termination of its option on both 264 North Winooski Avenue and 228 North Winooski Avenue, the following transactions will be completed in a single day:

- CHT will retire the bond debt;
- The City will execute and deliver a rejection of the offer of dedication and termination of the option.

Board of Finance:

Move to approve and recommend that the City Council adopt the attached resolution, rejecting the offer of dedication and authorizing termination of the option to take title on the properties located at 228 North Winooski Avenue and 264 North Winooski Avenue, and authorize the Mayor to execute all necessary paperwork for the completion of said transaction.

City Council:

Move to waive the reading and adopt the resolutions, rejecting the offer of dedication and authorizing termination of the option to take title on the properties located at 228 North Winooski Avenue and 264 North Winooski Avenue, as well as authorize the Mayor to execute all necessary paperwork to complete the transaction as contemplated therein.

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Brian Pine
 Terminate option and reject offer of dedication: Chittenden Emergency Food Shelf
 Title/Subject: (228 North Winooski Ave) and Vermont Legal Aid (264 North Winooski Ave)

	Approval:	Meeting Date:
☐	Board of Finance	12/18/2023
☐	City Council	12/18/2023
☒	Concurrent	12/18/2023

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	12/4/2023	Brian Pine
Mayor's Office informed and approved memo	Yes	12/13/2023	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	12/13/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	12/13/2023	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	Approved by all parties
Contract Attached, if applicable?	N/A	N/A
Additional Materials, if necessary	N/A	N/A
Draft Resolution or Motion?	Yes	Motion language included in memo and resolutions attached
If for submission to Council, are sponsors identified?	Yes	Board of Finance approval pending

Resolution Relating to

TERMINATE OPTION AND REJECT OFFER OF
DEDICATION: VERMONT LEGAL AID BUILDING AT
264 NORTH WINOOSKI AVENUE

RESOLUTION_____

Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

1 That WHEREAS, Champlain Housing Trust, Inc. f/k/a Burlington Community Land Trust (“CHT”) is the
2 developer, owner and manager of the building and land located at 264 North Winooski Avenue, Burlington,
3 Vermont, said building having been developed by CHT on behalf of the nonprofit organization Vermont Legal
4 Aid (VLA); and
5 WHEREAS, CHT led a capital campaign that raised \$1.2 million in donations and tax-exempt bonds
6 for the ReLIEF project of the early 1990’s; and
7 WHEREAS, VLA provides critical legal services by advocating on behalf of vulnerable Vermonters
8 to addresses systemic and institutional problems that impact their lives; and
9 WHEREAS, the Burlington Community Development Corporation (“BCDC”) duly authorized the
10 issuance and sale of its community development revenue bonds and loaned the proceeds of the bonds to CHT
11 for the purpose of defraying a portion of the cost of acquiring and rehabilitating these facilities and lands; and
12 WHEREAS, BCDC issued the bonds in three series and Series A of the bond issuance applied
13 specifically to the VLA Building; and
14 WHEREAS, the City has a beneficial interest in BCDC and the City Council approved issuance of the
15 bonds by BCDC for the purpose of qualifying the interest payable on the bonds for exclusion from gross
16 income pursuant to Section 145(a) of the Internal Revenue Code; and
17 WHEREAS, in order to ensure the interest from the bonds would be excluded from gross income for
18 federal income tax purposes, the transaction was required to provide the City with both an option, exercisable
19 at any time during the life of the transaction, to obtain unencumbered fee title to and possession of the
20 property financed with the bonds as well as requiring that CHT offer a dedication of the property to the City
21 upon repayment of the loan; and
22 WHEREAS, CHT has been responsible for the debt service on the bond along with all maintenance
23 and capital improvements to the subject property and has been a successful owner of the property, and as the
24 term of the loan draws to a close, CHT wishes to refinance the building and continue its lease arrangement
25 with Vermont Legal Aid; and

26 WHEREAS, the City supports the continued lease of the building to VLA as a mechanism for
27 maintaining the positive provision of social services which inspired the BCDC bond participation, and the City
28 does not desire to take ownership of the building and is prepared to reject the Irrevocable Offer of Dedication
29 and terminate its Option Agreement with CHT; and

30 WHEREAS, the Board of Finance at their respective meeting on December 18, 2023, approved
31 rejecting the Irrevocable Offer of Dedication granted to the City by CHT and terminating the City's option to
32 purchase said property pursuant to the City's Option Agreement with CHT and recommends approval to the
33 City Council;

34 NOW, THEREFORE, BE IT RESOLVED that the City, by and through its City Council, in order to
35 facilitate CHT's continued ownership of the Vermont Legal Aid property and lease to Vermont Legal Aid,
36 hereby authorizes Mayor Miro Weinberger to execute all documents necessary to reject the Irrevocable Offer
37 of Dedication granted to the City by Champlain Housing Trust, Inc., f/k/a Burlington Community Land Trust,
38 Inc., dated November 5, 1993, recorded in Volume 494, Page 384 of the City of Burlington Land Records,
39 respecting this building; and

40 BE IT FURTHER RESOLVED that the City, by and through its City Council, in order to facilitate
41 CHT's continued ownership of the Vermont Legal Aid property and lease to Vermont Legal Aid, hereby
42 authorizes Mayor Miro Weinberger to execute all documents necessary to terminate the City's option to
43 purchase said property pursuant to the City's Option Agreement with Champlain Housing Trust, Inc., f/k/a
44 Burlington Community Land Trust, Inc., dated November 5, 1993, recorded in Volume 494, Page 374 of the
45 City of Burlington Land Records, respecting this property.

46

47 JP/BP/Resolutions 2023/Terminate Option and Reject Offer Of Dedication: Vermont Legal Aid Building At 264 North Winooski Avenue
48 December 18, 2023



COMMUNITY & ECONOMIC DEVELOPMENT OFFICE

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TO: Board of Finance and City Council
FROM: Brian Pine, CEDO Director
DATE: December 18, 2023
RE: Terminate option and reject offer of dedication: Chittenden Emergency Food Shelf (228 North Winooski Ave) and Vermont Legal Aid (264 North Winooski Ave)

This memo and attachments are intended to provide information related to terminating the City's option and rejecting the offer of dedication to take title on the above-referenced CHT properties. The City took similar action in 2017 for a property located at 179 South Winooski Avenue that was also financed with bonds issued by the City to enable the acquisition by The Turning Point.

Background:

The subject properties were purchased as part of the ReLIEF Project. ReLIEF, which stands for Regional Low-Income Emergency Facilities, was a cooperative effort of five nonprofit agencies, each serving low income individuals, to secure properties for serving their missions. Burlington Community Land Trust, the precursor to CHT, served as the developer, owner and manager of all three ReLIEF buildings. They purchased and renovated the three buildings so that the agencies could keep their focus on serving their clients.

As part of this effort, CHT led a capital campaign that raised \$1.5 million in donations and secured the commitment of six local banks to purchase tax exempt bonds. The Burlington Community Development Corporation (BCDC) supported the effort by issuing tax exempt 501(c)(3) bonds to help finance the purchase and renovation of the facilities. In this instance, the City served as what the IRS considers a "Conduit Issuer". "Conduit Financing" is where tax-exempt bonds are issued by a state or local government (Conduit Issuer) and the proceeds are used for a defined qualified purpose by an entity other than the government issuing the bonds (the conduit borrower). These conduit bonds provided access to lower cost capital that enabled CHT to ensure the stability of critical services for low-income households.

CHT through ReLIEF paid for all legal and transactional costs, including legal and Bond Counsel for BCDC. The properties have not cost the City any funds, and the local taxpayers have not contributed to the cost associated with the purchase or operation of the three buildings. All properties pay property taxes per Vermont statute.

However, an IRS Revenue Procedure issued in reference to the type of tax-exempt financing issued by BCDC required that the issuing municipality have an option to take title to the property when the bonds are retired. The City has an irrevocable offer of dedication which would allow it to take ownership of the properties upon retirement of the bonds, subject to acceptance by its legislative body. Since the City used BCDC to serve as a conduit issuer so that CHT could benefit from the favorable rate and term afforded with tax-exempt bonds, there was no expectation on the part of either party that the City would take title to the properties at the end of the life of the bonds.

CHT will make the final bond payment in the coming weeks and that will trigger the City's option and CHT's offer of dedication for the both properties. CHT has requested that the City reject the offer of dedication and terminate its option on the Property, leaving clear title with CHT. All costs for the transactions will be paid for by CHT.

Proposed Transactions:

Once the City Council has authorized the formal rejection of the offer of dedication and the termination of its option on both 264 North Winooski Avenue and 228 North Winooski Avenue, the following transactions will be completed in a single day:

- CHT will retire the bond debt;
- The City will execute and deliver a rejection of the offer of dedication and termination of the option.

Board of Finance:

Move to approve and recommend that the City Council adopt the attached resolution, rejecting the offer of dedication and authorizing termination of the option to take title on the properties located at 228 North Winooski Avenue and 264 North Winooski Avenue, and authorize the Mayor to execute all necessary paperwork for the completion of said transaction.

City Council:

Move to waive the reading and adopt the resolutions, rejecting the offer of dedication and authorizing termination of the option to take title on the properties located at 228 North Winooski Avenue and 264 North Winooski Avenue, as well as authorize the Mayor to execute all necessary paperwork to complete the transaction as contemplated therein.

Board of Finance and City Council Submission Checklist

Department: CEDO Submitter: Brian Pine
 Terminate option and reject offer of dedication: Chittenden Emergency Food Shelf
 Title/Subject: (228 North Winooski Ave) and Vermont Legal Aid (264 North Winooski Ave)

	Approval:	Meeting Date:
☐	Board of Finance	12/18/2023
☐	City Council	12/18/2023
☒	Concurrent	12/18/2023

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	12/4/2023	Brian Pine
Mayor's Office informed and approved memo	Yes	12/13/2023	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	12/13/2023	Jared Pellerin
CAO has reviewed budget, financing, and memo	Yes	12/13/2023	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	Approved by all parties
Contract Attached, if applicable?	N/A	N/A
Additional Materials, if necessary	N/A	N/A
Draft Resolution or Motion?	Yes	Motion language included in memo and resolutions attached
If for submission to Council, are sponsors identified?	Yes	Board of Finance approval pending

To: City of Burlington, City Council

From: Nicolas Longo, Director of Aviation

Date: December 18, 2023

Subject: Request to execute a Reinstatement of the First Amendment to the Cellular Antenna License Agreement with SprintCom, Inc.

REQUEST

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

1. To Execute a Reinstatement of the First Amendment to the Cellular Antenna License Agreement with SprintCom, Inc.

EXECUTIVE SUMMARY

SprintCom Inc. had previously signed a term of lease agreement with Leahy BTV to have an operational antenna at the communications site located at 1080 Airport Drive, South Burlington, VT. The original term expired on April 22, 2021 and Sprint continued to occupy the communications site at sufferance. Both parties have agreed to reinstate the original agreement, so that SprintCom Inc. may continue their cellular service at Leahy BTV’s communication site. The terms of the proposed agreement will be extended for (5) years and will be ending on April 22, 2026.

AIRPORT COMMISSION:

The Airport Commission reviewed this request at its December 6, 2023 meeting. The Commission recommended that the City Council approve and authorize Mayor Weinberger to execute the reinstatement of and First Amendment to the original Cellular Antenna License Agreement with SprintCom, Inc., subject to review and approval from the City’s Attorney.

PROPOSED MOTION:

City Council:

"To approve and authorize Mayor Weinberger to execute the reinstatement of and First Amendment to the original Cellular Antenna License Agreement with SprintCom, Inc., subject to review and approval from the City's Attorney.

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Lease Amendment to Cellular Antenna License Agreement with SprintCom, Inc.

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	12/18/23

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	12/1/2023	N. Longo
Mayor's Office informed and approved memo	Yes	12/11/2023	J. Redell
Board/Commission, if required	Yes	12/6/2023	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/13/2023	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	12/11/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

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

From: Nicolas Longo, C.M, Director of Aviation
Marie J. Friedman, CPA, Director of Finance

Date: December 18, 2023

Subject: Request for Authorization of a Budget Neutral Amendment to the FY2024
Patrick Leahy Burlington International Airport AIP-142 Project Budget in the
Amount of \$3,453,000

Request:

The Patrick Leahy Burlington International Airport (Airport or BTV) seeks approval and authorization for a budget neutral amendment to the Fiscal Year (FY) 2024 BTV Airport Improvement Project Fund (AIP-142) to increase revenues and capital expenditures by \$3,453,000.

Summary:

The Airport received and executed AIP-142 FAA grant on September 13, 2022 for the Construction of Taxiway A Mill and Overlay. The Airport received authorization from the Airport Commission, Board of Finance and City Council in August of 2022. This authorization included accepting the grant and authorization to proceed with construction related contracts. Construction was planned to start in the spring of 2023 (FY23) with the majority of construction to occur in FY 2023. However, due to weather and coordination with other construction on the Airport's airfield, actual project construction began in July 2023 (FY24). The budget requested and approved for FY 2024 was based on construction occurring in FY 2023. Therefore, the FY 2024 budget is understated and needs to be amended.

This project consists of the rehabilitation of approximately 21,000 square yards of existing Taxiway A pavement between Taxiway C and Taxiway G. Additionally, the project will include the construction of a 20-foot asphalt shoulder to upgrade Taxiway A to increase safety standards on this taxiway, which is one of the most frequently used system at the airport. This also facilitates a beneficial improvement for winter operations and ease of snow removal. The project includes planning, data collection, permitting, design, production of bid documents, advertisement, and general administration for construction. This program will be

designed and constructed in accordance with the Federal Aviation Administration (FAA) Advisory Circular 150/5300-13B and the approved Airport Layout Plan (ALP).

The following components are included:

- Rehabilitate approximately 21,000 SY of existing taxiway (mill and overlay)
- Construction of approximately 4,000 SY (1,800' x 20') of taxiway shoulder pavement
- Installation of new taxiway edge lighting
- Airfield signage
- Other ancillary items

Budget Summary:

A detailed summary by budget line item of the budget neutral amendment is as follows:

Org Set	GL Account	Account Name	Increase
Expenses			
427-35-700-906	9500_110	Capital Expenditures	\$ 3,453,000
Total Expenses			\$ 3,453,000
Revenues			
427-35-700-906	4875_125	Federal Grant Revenue	\$ 3,107,700
427-35-700-906	4875_135	State Grant Revenue	\$ 207,180
427-35-700-906	4990_400	Interfund Transfer Proceeds (local share)	\$ 138,120
Total Revenues			\$ 3,453,000

Airport Commission

The Airport Commission reviewed the request at its December 6, 2023 meeting and voted unanimously to recommend that the City Council and Board of Finance authorize a budget neutral amendment to the FY24 Patrick Leahy Burlington International Airport budget to increase Federal Grant Revenue by \$3,107,700, State Grant Revenue by \$207,180 and Interfund Transfer proceeds by \$138,120, and to increase Capital Expenditures by \$3,453,000, for a total increase of overall expenditures and revenues by \$3,453,000.

Motions:

Board of Finance:

“To approve and recommend that the City Council authorize a budget neutral amendment to the FY24 Patrick Leahy Burlington International Airport budget to increase Federal Grant Revenue by \$3,107,700, State Grant Revenue by \$207,180 and Interfund Transfer proceeds by \$138,120, and to increase Capital Expenditures by \$3,453,000, for a total increase of overall expenditures and revenues by \$3,453,000.”

City Council:

“To authorize a budget neutral amendment to the FY24 Patrick Leahy Burlington International Airport budget to increase Federal Grant Revenue by \$3,107,700, State Grant Revenue by \$207,180 and Interfund Transfer proceeds by \$138,120, and to increase Capital Expenditures by \$3,453,000, for a total increase of overall expenditures and revenues by \$3,453,000.”

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Budget Neutral Amendment to FY24 BTV Airport Improvement Project Fund (AIP-142)

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	12/18/23

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	12/1/2023	N. Longo
Mayor's Office informed and approved memo	Yes	12/11/2023	J. Redell
Board/Commission, if required	Yes	12/6/2023	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
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CAO has reviewed budget, financing, and memo	Yes	12/11/2023	K. Schad
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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.

MEMO

Date: December 18, 2023
To: Board of Finance and City Council
From: Max Madalinski, Parks Project Coordinator
CC: Sophie Sauvé, Parks Comprehensive Planner
Re: Schifilliti Park Shared-Use Path Construction Contract with Engineers Construction, Inc.

I. Purpose

The Department of Parks, Recreation and Waterfront (BPRW) seeks approval and authorization to enter into an agreement with Engineers Construction, Inc., for a maximum limiting amount of \$194,497.00 to construct a paved multi-use pathway through Schifilliti Park plus a \$30,000.00 contingency bringing the total request to \$224,497.00. Additionally, the memo requests approval for a Contract Amendment with Hoyle Tanner & Associates, Inc. to increase the project design contract by a maximum limiting amount of \$18,724, bringing the contract total to \$69,660.00.

Board of Finance and City Council approval was granted on May 24th, 2021 to enter into a grant agreement with the State of Vermont for the shared funding of this project (80% State, 20% City) and these contracts and amendments will bring the project into construction.

II. Background

In 2020, the City was awarded grant funding to design and construct a 629-foot-long by 8-foot-wide paved shared-use pathway to connect the neighborhood off of upper Ethan Allen Parkway to Gosse Court through Schifilliti Park.

Safety complaints were received by Burlington's Department of Public Works, the School District, and Burlington's Parks, Recreation, and Waterfront Department (BPRW) about the lack of a formal path through Schifilliti Park connecting the neighborhood to the Miller Center and the school. Parents noted that the existing informal dirt pathway is used in all seasons and it becomes muddy and rutted during the fall and spring seasons, snow covered in the winter, and dry and dusty in summer months.

This neighborhood includes one-third of the total population of Burlington's New North End and provides a direct connection for people walking and biking to and from city parks, a community center, public schools, and transit service. This path will create another connection to North Avenue, which is the main corridor for the New North End of Burlington, including the New North End's only transit service. Currently, pedestrians and cyclists who wish to travel through this area must either use the informal path which is problematic regardless of the season, or travel over a half-mile using existing sidewalks. Furthermore, the informal pathway is not accessible for people that use a mobility device or with visual impairments. By formalizing and paving this route, City staff will be able to maintain it with standard plowing equipment and it will no longer become muddy and rutted during rainy seasons.



Furthermore, this shared-use path is specifically called for in the 5-year Action Plan on page 93 of Burlington's pedestrian and cycling Master Plan, *PlanBTV Walk/Bike*. The path was also recommended in the 2017 PlanBTV Walk/Bike report and supported by several sections of the Chittenden County Regional Planning Commission (CCRPC), referred to as the ECOS Plan, with regards to ecological impacts, transportation, expanding walking and biking infrastructure and supporting public health.

Recusal of BPRW Director Wight

When the project initially came to the City's Capital Committee on December 16th, 2020, Director Wight recused herself from the decision to recommend funding the City portion of the project as the project abuts her residence. Given BPRW Director Wight's status as an abutter, Parks Comprehensive Planner, Sophie Sauvé, is executing all necessary contract documents and overseeing Parks Park Project Coordinator, Max Madalinski.

Project Design Phase

Work to create construction-ready plans began shortly after Board of Finance approval of the design contract with engineering firm Hoyle Tanner & Associates, Inc. (HTA) in November of 2021. The project's conceptual design moved forward quickly, with technical input provided by VTRANS and City staff from BPRW and DPW. A hybrid-format public meeting was held by HTA and BPRW Staff in June of 2022 at the Miller Recreation Center to review the preliminary plans and solicit public input on the details of the design.

Simultaneously, archaeological and environmental assessments of the site were performed by subconsultants and State of VT staff. The two reports found no significant findings within the project area and were submitted for Federal National Environmental Protection Act (NEPA) review per the grant requirements. The 6-month-long review period finished in January of 2023 clearing the project for Final Design and Right-of-Way review to confirm that the City owns all of the land on which the project will be constructed. HTA then proceeded with finalizing the design and creating the contract plans, specifications, and bid documents through the Winter and Spring of 2023.

III. Design Contract Amendment

During the Right-of-Way review and final stage of design, HTA was required to perform more work than initially anticipated in their 2021 proposal. The Right-of-Way review took longer than expected, due to a lack of clarity regarding the ownership of an existing 10-foot-wide paved path within the project area. They also had to spend extra time reconciling differences between City and VTrans Standards and bidding requirements.

While HTA was able to complete the final design within their approved contract, a contract amendment is needed to allow them to attend the construction kick-off meeting, review and respond to product submittals and requests for information (RFIs, i.e. design clarification), to attend any on-site meetings, and to account for time spent during the bidding phase of the project. The proposed increase of \$18,724.00 will serve as a maximum limiting amount for the above services.

IV. Construction Contractor Selection Process

On October 16, 2023, BPRW issued a Request for Proposals (RFP) to construct the multi-use pathway, publicly advertising in the Vermont Business Registry, Construction Journals, and the City



webpage, as well as other electronic outlets. Prospective bidders were issued electronic copies of plans and specifications after requesting to be added to the project's list of plan-holders. A total of twelve vendors made this request during the bid period.

BPRW received three complete proposals on or before the closing date of November 13, 2023, as shown in the table below:

Bidder	Bid Total
Engineers Construction, Inc.	\$194,497.00
S.D. Ireland, Inc	\$223,260.00
J. Hutchins, Inc.	\$239,894.00

In compliance with State grant agreement requirements, the contract for this project must be awarded to the lowest qualified bidder, subject to a review from the project's Design Engineer, Hoyle Tanner & Associates (HTA). HTA's bid analysis thoroughly documents any variances between the low bid and the construction cost-estimate and recommends award to the low-bid, Engineer's Construction, Inc. The bid analysis was reviewed and approved by both BPRW and State Staff and is included as an attachment with this memo.

V. Project Funding Sources, Budget, and Estimates

Funding for this project comes from the City's Capital Improvements Account and Federal Grant Funds administered through the VTrans Transportation Alternatives Grant Program as per the table below and as approved by Board of Finance and City Council on 5/24/2021:

Project Funding Sources	
City of Burlington Capital Funds – Local Match	\$71,432
Federal Grant Funds – Administered via VTrans	\$285,728
Total Approved Project Design & Construction Budget	\$357,160

Project Budget	
Design	
Design Contract (Contract Approved by BOF on 12/13/21)	\$51,386.00
Design Contract Amendment (increase on above)	\$18,724.00
<i>Design Subtotal</i>	<i>\$69,660.00</i>
Construction	
Construction Contract	\$194,497.00
15% Contingency	\$30,000.00
<i>Construction Subtotal</i>	<i>\$224,497.00</i>



Resident Engineering Services (Estimate, not yet under contract)	\$47,000.00
Total Estimated Project Expenses	\$339,517.00
Funding Split for Project Expenses	
City of Burlington Capital Funds – Local Match	\$67,903.40
Federal Grant Funds – Administered via VTrans	\$271,613.60
Total Funding Sources for Construction Contract	\$339,517.00

The \$271,613.60 in grant funding is a reimbursable grant awarded by VTRANS which covers 80% of the total design cost, with the City providing the remaining \$67,903.40 as the 20% local match.

The construction budget above includes \$194,497.00 for the construction contract and an approximately 15% contingency of \$30,000.00 to account for any unforeseen issues that may come up during construction.

Included in the table above is an estimated \$47,000.00 for Resident Engineering (RE) services. BPRW has begun the process of procuring a RE consultant through the VTrans At-the-Ready RFP process. The estimate is based on the first proposal received. BPRW is currently negotiating with the consultant, but are including the estimate now to provide full disclosure of the estimated construction costs. If the negotiated contract and contingency for RE services exceeds \$50,000, BPRW will submit a memo for approval of that contract to City Board of Finance during the winter of 2024.

VI. Schedule

- Construction RFP Issued: October 16, 2023
- Proposals Due: November 13, 2023
- Bid Review Complete: December 4, 2023
- Board of Finance and Council Approval Request: December 18, 2023
- Notice of Award: December 19, 2023
- Contract Signing: No later than, January 3, 2023
- Estimated Construction Start: Summer of 2024
- Construction Completion Date: No later than September 13, 2024

VII. Department Recommendation

Board of Finance Motions:

1. To approve and recommend that the City Council approve and authorize Sophie Sauvé, Parks Comprehensive Planner, to execute an amendment to the existing design Contract with Hoyle Tanner & Associates, Inc. and any related documents needed to carry out the Schifilliti Park Pathway Construction project, in the additional amount of \$18,724.00, for a



revised maximum limiting amount not to exceed \$69,660.00, subject to the review of the City Attorney's Office.

2. To approve and recommend that the City Council approve and authorize Parks Comprehensive Planner, Sophie Sauvé to execute a construction contract and any related documents needed to carry out the Schifilliti Park Pathway Construction project, with Engineers Construction, Inc., for a price not to exceed \$194,497.00, plus a contingency of \$30,000.00, for a total authorized expenditure in the amount of \$224,497.00, subject to the review of the City Attorney's Office.

City Council Motion:

1. To approve and authorize Sophie Sauvé, Parks Comprehensive Planner, to execute a n amendment to the existing design Contract with Hoyle Tanner & Associates, Inc. and any related documents needed to carry out the Schifilliti Park Pathway Construction project, in the additional amount of \$18,724.00 for a revised maximum limiting amount not to exceed \$69,660.00, subject to the review of the City Attorney's Office.
2. To approve and authorize Parks Comprehensive Planner, Sophie Sauvé to execute a construction contract and any related documents needed to carry out the Schifilliti Park Pathway Construction project, with Engineers Construction, Inc., for a price not to exceed \$194,497.00, plus a contingency of \$30,000.00, for a total authorized expenditure in the amount of \$224,497.00, subject to the review of the City Attorney's Office.

December 1, 2023

Max Madalinski
Parks Project Coordinator
Burlington Parks, Recreation & Waterfront
645 Pine Street Suite B Burlington, VT 05401
mmadalinski@burlingtonvt.gov

Re: Construction Bid Results
Schifilliti Park Path – BURLINGTON TAP TA20(11)

Dear Max:

Bids were received for the above referenced project on Monday, November 13, 2023 at 2:00 pm, and were publicly read via a video conference call. Three bid proposals were received; a tabulation of these bids is enclosed for your review. The purpose of this letter is to summarize the bid results and to make a recommendation of award.

The following is a summary of the bids received:

Engineers Estimate

Hoyle, Tanner & Associates Inc.	<u>Estimate:</u>	<u>\$ 172,711.00</u>
Engineers Construction, Inc.	<u>Total Bid:</u>	<u>\$ 194,497.00</u>
S.D. Ireland Construction, Corp.	<u>Total Bid:</u>	<u>\$ 223,260.00</u>
J Hutchins, Inc.	<u>Total Bid:</u>	<u>\$ 239,894.00</u>

The subject project was estimated at \$172,711.00. There was a total of three bidders, all bids were higher than the engineer's estimate. These bids ranged from \$194,497.00 to \$239,894.00. The low bid price is \$21,786.00 higher than the Engineer's Estimate, or 12.6% higher.

COMPETITION ANALYSIS

FHWA assesses whether adequate competition was obtained by the bid process by assessing the number of competitive bids and the amount the low bid exceeds the engineer's estimate. A competitive bid is

determined to be within the range of low bid + 20%. For this project that value is as follows:

$$\text{Competitive Bid Range} = 1.2 * \$194,497.00 = \$233,396.00$$

Number of bids less than \$233,396.00 = 2 bids (out of the 3 received)

Per FHWA guidelines competition is considered adequate with 2 competitive bids received when the low bid does not exceed 105% of the engineer's estimate. As stated above the low bid is 113% of the engineer's estimate. While the low bid is above the calculated value FHWA uses for assessing competition, it is a relatively small amount of dollars and relatively close in percentage.

Generally, it is perceived by the Engineer that the differences between bids received and the engineers estimate appear to be associated with recent inflation of construction labor and material costs. The Engineer is of the opinion that the difference is acceptable for the award of this project based on the project need, current bidding climate, and costs associated with this project.

MAJOR COST DEVIATION ANALYSIS

The following is an analysis of the items that deviated by more than 1% of the contract total estimate, for this project +/- \$1,727. Each item was analyzed for reasonableness and unbalancing.

Item Number: 301.25
Item Description: Subbase of Crushed Gravel, Coarse Graded
Estimated Quantity: 180 CY

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$50.00	\$9,000.00	\$70.00	\$12,600.00	+ \$3,600.00

Description: The low bid unit price is higher than the estimate unit price for this construction item. The other bids received included unit price values of \$65/cy, and \$65/cy. The listed quantity of 180 CY has been verified. Recommend acceptance of low bid unit price.

Item Number: 605.10
Item Description: Underdrain Pipe, 6 Inches
Estimated Quantity: 230 LF

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$60.00	\$13,800.00	\$36.00	\$8,280.00	- \$5,520.00

Description: The low bid unit price is lower than the estimate unit price for this construction item. The other bids received included unit price values of \$60.00 and \$45.00. The estimated quantity of 230 LF has been verified. Recommend acceptance of low bid unit price.

Notice of Low Bid

Item Number: 618.10
Item Description: Portland Cement Concrete Sidewalk, 5 Inch
Estimated Quantity: 135 SY

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$100.00	\$13,500.00	\$70.00	\$9,450.00	- \$4,050.00

Description: The low bid unit price is lower than the estimate unit price for this construction item. The other bids received included unit price values of \$150.00 and \$85.00. The listed quantity of 135 SY has been verified. Recommend acceptance of low bid unit price.

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

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$15,000.00	\$15,000.00	\$43,000.00	\$43,000.00	+ \$28,000.00

Description: The low bid unit price is higher than the estimate unit price for this construction item. This lump sum item is a variable item and is typically 5% to 15% of the bid subtotal. The Low Bidder used 22% of the bid subtotal; this amount is above the typical range. This lump sum item is not subject to change. No perceived advantage or disadvantage to Owner or Bidder. Recommend acceptance of low bid unit price.

Item Number: 651.35
Item Description: Topsoil
Estimated Quantity: 130 CY

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$50.00	\$6,500.00	\$90.00	\$11,700.00	+ \$5,200.00

Description: The low bid unit price is higher than the estimate unit price for this construction item. The other bids received included unit price values of \$70/cy, and \$85/cy. The listed quantity of 130 CY has been verified. Recommend acceptance of low bid unit price.

Notice of Low Bid

Item Number: 656.85
Item Description: Tree Protection
Estimated Quantity: 1 LS

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$4,000.00	\$4,000.00	\$1,250.00	\$1,250.00	- \$2,750.00

Description: The low bid unit price is lower than the estimate unit price for this construction item. This is a lump sum item not subject to change. No perceived advantage or disadvantage to Owner or Bidder. Recommend acceptance of low bid unit price.

Item Number: 678.23
Item Description: Wired Conduit
Estimated Quantity: 140 LF

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$30.00	\$4,200.00	\$45.00	\$6,300.00	+ \$2,100.00

Description: The low bid unit price is higher than the estimate unit price for this construction item. The other bids received included unit price values of \$40/cy, and \$51/cy. The listed quantity of 140 LF has been verified. Recommend acceptance of low bid unit price.

Item Number: 678.25
Item Description: Pull Box, Standard
Estimated Quantity: 3 EA

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$3,500.00	\$10,500.00	\$1,750.00	\$5,250.00	- \$5,250.00

Description: The low bid unit price is lower than the estimate unit price for this construction item. The other bids received included unit price values of \$5000/ea, and \$2080/ea. The listed quantity of 3 EA has been verified. Recommend acceptance of low bid unit price.

Item Number: 679.46
Item Description: Street Light Assembly
Estimated Quantity: 2 EA

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$12,000.00	\$24,000.00	\$9,501.00	\$19,002.00	- \$4,998.00

Description: The low bid unit price is lower than the estimate unit price for this construction item. The other bids received included unit price values of \$20,000/cy, and \$12,000/cy. The listed quantity of 2 EA has been verified. Recommend acceptance of low bid unit price.

Item Number: 900.645
Item Description: Remove and Reset Timber Rail
Estimated Quantity: 1 LS

Estimate Unit Price	Extended Estimate	Low Bid Unit Price	Extended Low Bid	Low Bid Difference
\$5,000.00	\$5,000.00	\$2,685.00	\$2,685.00	- \$2,315.00

Description: The low bid unit price is lower than the estimate unit price for this construction item This is a lump sum item not subject to change. No perceived advantage or disadvantage to Owner or Bidder. Recommend acceptance of low bid unit price.

We find the Engineers Construction, Inc. to be a qualified bid based on our review and analysis of the bid results. By accepting the base bid in the amount of \$194,497.00, there is no apparent advantage to the Contractor with corresponding disadvantage to the City of Burlington. Therefore, we recommend award of the project to Engineers Construction, Inc.

Should you have any questions or require further information please do not hesitate to contact the undersigned at (802) 489-7364 or jolin@hoyletanner.com.

Very truly yours,
Hoyle, Tanner & Associates, Inc.



Jon A. Olin, P.E.
Project Manager

Enclosures

Bid Worksheet
Schifilliti Park Path - BURLINGTON TAP TA20(11)
Burlington, VT
11/13/2023 2:00 PM EDT

				Engineer Estimate		LOW BID		Engineers Contruction Inc.		SD Ireland Brother Co.		J Hutchins Inc.	
Item Code	Item Description	UofM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
203.15	COMMON EXCAVATION	CY	300	\$25.00	\$7,500.00	\$20.00	\$6,000.00	\$40.00	\$12,000.00	\$35.00	\$10,500.00		
203.30	EARTH BORROW	CY	50	\$25.00	\$1,250.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$20.00	\$1,000.00		
203.31	SAND BORROW	CY	100	\$35.00	\$3,500.00	\$40.00	\$4,000.00	\$50.00	\$5,000.00	\$55.00	\$5,500.00		
204.20	TRENCH EXCAVATION OF EARTH	CY	110	\$25.00	\$2,750.00	\$35.00	\$3,850.00	\$50.00	\$5,500.00	\$15.00	\$1,650.00		
210.10	HAND-PLACED BITUMINOUS CONCRETE PAVEMENT, DRIVES	SY	80	\$5.00	\$400.00	\$15.00	\$1,200.00	\$40.00	\$3,200.00	\$26.00	\$2,080.00		
301.25	SUBBASE OF CRUSHED GRAVEL, COARSE GRADED	CY	180	\$50.00	\$9,000.00	\$70.00	\$12,600.00	\$65.00	\$11,700.00	\$65.00	\$11,700.00		
301.26	SUBBASE OF CRUSHED GRAVEL, FINE GRADED	CY	40	\$50.00	\$2,000.00	\$80.00	\$3,200.00	\$70.00	\$2,800.00	\$70.00	\$2,800.00		
404.65	EMULSIFIED ASPHALT	CWT	3	\$100.00	\$300.00	\$50.00	\$150.00	\$200.00	\$600.00	\$73.00	\$219.00		
601.0910	15" CPEP	LF	18	\$100.00	\$1,800.00	\$175.00	\$3,150.00	\$150.00	\$2,700.00	\$65.00	\$1,170.00		
604.20	PRECAST REINFORCED CONCRETE CATCH BASIN WITH CAST IRON GRATE	EACH	1	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$7,000.00	\$7,000.00	\$5,700.00	\$5,700.00		
604.42	CHANGING ELEVATION OF SEWER MANHOLES	EACH	1	\$800.00	\$800.00	\$925.00	\$925.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00		
605.10	UNDERDRAIN PIPE, 6 INCHES	LF	230	\$60.00	\$13,800.00	\$36.00	\$8,280.00	\$60.00	\$13,800.00	\$45.00	\$10,350.00		
618.10	PORTLAND CEMENT CONCRETE SIDEWALK, 5 INCH	SY	135	\$100.00	\$13,500.00	\$70.00	\$9,450.00	\$150.00	\$20,250.00	\$85.00	\$11,475.00		
618.30	DETECTABLE WARNING SURFACE	SF	50	\$60.00	\$3,000.00	\$50.00	\$2,500.00	\$60.00	\$3,000.00	\$46.00	\$2,300.00		
630.15	FLAGGERS	HR	80	\$40.00	\$3,200.00	\$50.00	\$4,000.00	\$50.00	\$4,000.00	\$54.00	\$4,320.00		
635.11	MOBILIZATION/DEMOBILIZATION	LS	1	\$15,000.00	\$15,000.00	\$43,000.00	\$43,000.00	\$25,000.00	\$25,000.00	\$43,500.00	\$43,500.00		
641.11	TRAFFIC CONTROL, ALL INCLUSIVE	LS	1	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$37,300.00	\$37,300.00		
646.311	CROSSWALK MARKING, WATERBOURNE PAINT	LF	24	\$6.00	\$144.00	\$50.00	\$1,200.00	\$20.00	\$480.00	\$75.00	\$1,800.00		
649.31	GEOTEXTILE UNDER STONE FILL	SY	700	\$3.00	\$2,100.00	\$3.00	\$2,100.00	\$3.00	\$2,100.00	\$4.00	\$2,800.00		
651.15	SEED	LB	20	\$10.00	\$200.00	\$25.00	\$500.00	\$50.00	\$1,000.00	\$13.00	\$260.00		
651.18	FERTILIZER	LB	120	\$5.00	\$600.00	\$5.00	\$600.00	\$6.00	\$720.00	\$6.00	\$720.00		
651.20	ARGICULTURAL LIMESTONE	TON	0.5	\$780.00	\$390.00	\$1,190.00	\$595.00	\$1,000.00	\$500.00	\$100.00	\$50.00		
651.35	TOPSOIL	CY	130	\$50.00	\$6,500.00	\$90.00	\$11,700.00	\$70.00	\$9,100.00	\$85.00	\$11,050.00		
656.85	TREE PROTECTION	LS	1	\$4,000.00	\$4,000.00	\$1,250.00	\$1,250.00	\$3,000.00	\$3,000.00	\$200.00	\$200.00		
675.20	TRAFFIC SIGN, TYPE A	SF	17	\$15.00	\$255.00	\$65.00	\$1,105.00	\$30.00	\$510.00	\$40.00	\$680.00		
675.341	SQUARE TUBE SIGN POST AND ANCHOR	LF	36	\$12.00	\$432.00	\$35.00	\$1,260.00	\$25.00	\$900.00	\$35.00	\$1,260.00		
675.50	REMOVING SIGNS	EACH	2	\$15.00	\$30.00	\$80.00	\$160.00	\$50.00	\$100.00	\$20.00	\$40.00		
675.60	RESETTING SIGNS	EACH	2	\$30.00	\$60.00	\$80.00	\$160.00	\$100.00	\$200.00	\$45.00	\$90.00		
678.23	WIRED CONDUIT	LF	140	\$30.00	\$4,200.00	\$45.00	\$6,300.00	\$40.00	\$5,600.00	\$51.00	\$7,140.00		
678.25	PULL BOX, STANDARD	EACH	3	\$3,500.00	\$10,500.00	\$1,750.00	\$5,250.00	\$5,000.00	\$15,000.00	\$2,080.00	\$6,240.00		
679.46	STREET LIGHT ASSEMBLY	EACH	2	\$12,000.00	\$24,000.00	\$9,501.00	\$19,002.00	\$20,000.00	\$40,000.00	\$12,000.00	\$24,000.00		
900.645	SPECIAL PROVISION (REMOVE AND RESET TIMBER RAIL)	LS	1	\$5,000.00	\$5,000.00	\$2,685.00	\$2,685.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00		
900.645	SPECIAL PROVISION (EROSION CONTROL)	LS	1	\$5,000.00	\$5,000.00	\$5,325.00	\$5,325.00	\$2,000.00	\$2,000.00	\$10,000.00	\$10,000.00		
900.68	SPECIAL PROVISION (BITUMINOUS CONCRETE PAVEMENT, SMALL QUANTITY)	TON	60	\$200.00	\$12,000.00	\$200.00	\$12,000.00	\$250.00	\$15,000.00	\$250.00	\$15,000.00		
Base Bid Total:					\$172,711.00		\$194,497.00		\$223,260.00		\$239,894.00		

BID FORM
Schifilliti Park Multi-Use Pathway
BURLINGTON TAP TA20(11)

Proposal of ENGINEERS CONSTRUCTION INC.
(hereinafter called Bidder), organized and existing under the laws of the State of
VERMONT doing business as
CORPORATION
(a corporation, a partnership, of an individual)

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

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

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

- Contractors EEO Certification Form CA-109 – Appendix A
- Debarment & Non-Collusion Affidavit CA-91 – Appendix B
- Worker Classification Compliance Requirement (Prime Contractor) – Appendix C

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

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is September 13, 2024.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM #1 – dated 11/11/23 wjp

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

VTrans ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
203.15	Common Excavation				
		CY	300	\$ <u>20⁰⁰</u>	\$ <u>6,000⁰⁰</u>
	Unit Price in Words <u>TWENTY DOLLARS AND NO CENTS</u>				
203.30	Earth Borrow	CY	50	\$ <u>30⁰⁰</u>	\$ <u>1,500⁰⁰</u>
	Unit Price in Words <u>THIRTY DOLLARS AND NO CENTS</u>				
203.31	Sand Borrow	CY	100	\$ <u>40⁰⁰</u>	\$ <u>4,000⁰⁰</u>
	Unit Price in Words <u>FORTY DOLLARS AND NO CENTS</u>				
204.20	Trench Excavation of Earth				
		CY	110	\$ <u>35⁰⁰</u>	\$ <u>3,850⁰⁰</u>
	Unit Price in Words <u>THIRTY FIVE DOLLARS AND NO CENTS</u>				
210.10	Coarse-Milling Bituminous Pavement				
		SY	80	\$ <u>15⁰⁰</u>	\$ <u>1,200⁰⁰</u>
	Unit Price in Words <u>FIFTEEN DOLLARS AND NO CENTS</u>				
301.25	Subbase of Crushed Gravel, Coarse Graded				
		CY	180	\$ <u>70⁰⁰</u>	\$ <u>12,600⁰⁰</u>
	Unit Price in Words <u>SEVENTY DOLLARS AND NO CENTS</u>				
301.26	Subbase of Crushed Gravel, Fine Graded				
		CY	40	\$ <u>80⁰⁰</u>	\$ <u>3,200⁰⁰</u>
	Unit Price in Words <u>EIGHTY DOLLARS AND NO CENTS</u>				

404.65 Emulsified Asphalt

CWT 3 \$ 50⁰⁰ \$ 150⁰⁰

Unit Price in Words FIFTY DOLLARS AND NO CENTS

601.0910 15" CPEP

LF 18 \$ 175⁰⁰ \$ 3,150⁰⁰

Unit Price in Words ONE HUNDRED SEVENTY FIVE DOLLARS AND NO CENTS

604.20 Precast Reinforced Concrete Catch Basin with Cast Iron Grate

EACH 1 \$ 4,500⁰⁰ \$ 4,500⁰⁰

Unit Price in Words FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS

604.42 Changing Elevation of Sewer Manholes

EACH 1 \$ 925⁰⁰ \$ 925⁰⁰

Unit Price in Words NINE HUNDRED TWENTY FIVE DOLLARS AND NO CENTS

605.10 Underdrain Pipe, 6 Inches

LF 230 \$ 36⁰⁰ \$ 8,280⁰⁰

Unit Price in Words THIRTY SIX DOLLARS AND NO CENTS

618.10 Portland Cement Concrete Sidewalk, 5 Inch

SY 135 \$ 70⁰⁰ \$ 9,450⁰⁰

Unit Price in Words SEVENTY DOLLARS AND NO CENTS

618.30 Detectable Warning Surface

SF 50 \$ 50⁰⁰ \$ 2,500⁰⁰

Unit Price in Words FIFTY DOLLARS AND NO CENTS

630.15 Flaggers

HR 80 \$ 50⁰⁰ \$ 4,000⁰⁰

Unit Price in Words FIFTY DOLLARS AND NO CENTS

635.11 Mobilization/Demobilization

LS 1 \$ 43,000⁰⁰ \$ 43,000⁰⁰

Unit Price in Words FORTY THREE THOUSAND DOLLARS AND NO CENTS

641.11 Traffic Control, All-Inclusive

LS 1 \$ 15,000⁰⁰ \$ 15,000⁰⁰

Unit Price in Words FIFTEEN THOUSAND DOLLARS AND NO CENTS

646.311 Crosswalk Marking, Waterborne Paint

LF 24 \$ 50⁰⁰ \$ 1,200⁰⁰

Unit Price in Words FIFTY DOLLARS AND NO CENTS

649.31 Geotextile Under Stone Fill

SY 700 \$ 3⁰⁰ \$ 2,100⁰⁰

Unit Price in Words THREE DOLLARS AND NO CENTS

651.15 Seed

LB 20 \$ 25⁰⁰ \$ 500⁰⁰

Unit Price in Words TWENTY FIVE DOLLARS AND NO CENTS

651.18 Fertilizer

LB 120 \$ 5⁰⁰ \$ 600⁰⁰

Unit Price in Words FIVE DOLLARS AND NO CENTS

651.20 Agricultural Limestone TON 0.50

\$ 1,190⁰⁰ \$ 595⁰⁰

Unit Price in Words ONE THOUSAND ONE HUNDRED NINETY DOLLARS AND NO CENTS

651.35 Topsoil

CY 130 \$ 90⁰⁰ \$ 11,700⁰⁰

Unit Price in Words NINETY DOLLARS AND NO CENTS

656.85 Tree Protection

LS 1 \$ 1,250⁰⁰ \$ 1,250⁰⁰

Unit Price in Words ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS

675.20 Traffic Sign, Type A SF 17 \$ 65⁰⁰ \$ 1,105⁰⁰
Unit Price in Words SIXTY FIVE DOLLARS AND NO CENTS

675.341 Square Tube Sign Post and Anchor
LF 36 \$ 35⁰⁰ \$ 1,260⁰⁰
Unit Price in Words THIRTY FIVE DOLLARS AND NO CENTS

675.50 Removing Signs EACH 2 \$ 80⁰⁰ \$ 160⁰⁰
Unit Price in Words EIGHTY DOLLARS AND NO CENTS

675.60 Resetting Signs EACH 2 \$ 80⁰⁰ \$ 160⁰⁰
Unit Price in Words EIGHTY DOLLARS AND NO CENTS

678.23 Wired Conduit LF 140 \$ 45⁰⁰ \$ 6,300⁰⁰
Unit Price in Words FORTY FIVE DOLLARS AND NO CENTS

678.25 Pull Box, Standard EACH 3 \$ 1,750⁰⁰ \$ 5,250⁰⁰
Unit Price in Words ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS

679.46 Street Light Assembly EACH 2 \$ 9,501⁰⁰ \$ 19,002⁰⁰
Unit Price in Words NINE THOUSAND FIVE HUNDRED ONE DOLLARS AND NO CENTS

900.645 Special Provision (Remove and Reset Timber Rail)
LS 1 \$ 2,685⁰⁰ \$ 2,685⁰⁰
Unit Price in Words TWO THOUSAND SIX HUNDRED EIGHTY FIVE DOLLARS AND NO CENTS

900.645 Special Provision (Erosion Control)
LS 1 \$ 5,325⁰⁰ \$ 5,325⁰⁰
Unit Price in Words FIVE THOUSAND THREE HUNDRED TWENTY FIVE DOLLARS AND NO CENTS

Bid Form

900.680 Special Provision (Bituminous Concrete Pavement, Small Quantity)

TON 60 \$ 200⁰⁰ \$ 12,000⁰⁰Unit Price in Words TWO HUNDRED DOLLARS AND NO CENTSTotal Base Bid \$ 194,497⁰⁰Total Base Bid Written ONE HUNDRED NINETY FOUR THOUSAND
FOUR HUNDRED NINETY SEVEN DOLLARS AND NO CENTSThe lowest responsive and responsible bidder will be determined by the **Total Base Bid.**

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work as specified within the Contract Documents.

By submitting this bid, a bidder certifies that it shall report in writing to the municipality any errors or inconsistency discovered in the plans, proposal, specifications, or proposal documents immediately upon discovery.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

ENGINEERS CONSTRUCTION INC.

Contractor

MARK PELOQUIN

By

SENIOR PROJECT MANAGER

Title

P.O. BOX 2187

Business Address

SO. BURLINGTONVT05407

City

State

11/10/23

Date

ATTEST

Mark Pelquin

LS = lump sum

EA = each

SY = square yard

SF = square feet

CWT = hundredweight

GAL = gallon

HR = hour

LU = lump unit

CY = cubic yard

LF = linear foot

TON = ton

MGAL = thousand gallons

LB = pound

APPENDIX A

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

Certification with regard to the Performance of Previous Contracts of Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder ✓, proposed subcontractor _____, hereby certifies that he/she has ✓, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 as amended, and that he/she has ✓, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

MARK PELOQUIN

ENGINEERS CONST. INC.

Company

Mark Pelquin
By

SR. PROJECT MANAGER

Title

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

APPENDIX B

CA-91

STATE OF VERMONT
AGENCY OF TRANSPORTATION
DEBARMENT AND NON-COLLUSION AFFIDAVIT

I, BENJAMIN DOW, representing
(Official Authorized to Sign Contracts)

ENGINEERS CONSTRUCTION INC. of WILLISTON, VT
(Individual, Partnership or Corporation) (City or State)

being duly sworn, depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid for the Vermont project:

BURLINGTON
(Project Name)

TAP TA 20 (11) project located on SHIFILLIT PARK
(Project Number) (Route or Highway)

bids opened at BURLINGTON, VT
(Town or City)

Vermont on 11/10, 2023.
(Date)

I further depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that except as noted below said individual, partnership or corporation or any person associated therewith in any capacity is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions: X No _____ Yes. (If yes complete back of this form.)

Sworn to before me this

10 day of NOV, 2023

Sue Waller
(Notary Public)

(My commission expires 1/31/25)

ENGINEERS CONSTRUCTION INC. L.S.
(Name of Individual, Partnership or Corporation)

BENJAMIN DOW L.S.
(Signature of Official Authorized to Sign Contracts)

BENJAMIN DOW L.S.
(Name of Individual Signing Affidavit)

SENIOR VICE PRESIDENT L.S.
(Title of Individual Signing Affidavit)

APPENDIX B

Page 2

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administration sanctions.

EXCEPTIONS:

N/A

RFP/PROJECT NAME & NUMBER:

DATE:

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

Self Reporting
Form 1 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Vermont Agency of Transportation, in accordance with Section 32 of Act 54 (2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011), and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees. The Agency of Transportation is requiring information on any incidents that occurred in the previous 12 months. Attach additional pages as necessary. If not applicable, so state.

Summary of Detailed Information	Date of Notification	Outcome
NONE		

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Section 32 of Act 54(2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011).

Date: 11/10/23Name of Company: ENGINEERS CONST. INC.Contact Name: MARK PELOQUINAddress: P.O. BOX 2187Title: SR. PROJECT MANAGERSO. BURLINGTON, VT 05407Phone Number: 802 - 863 - 6389E-mail: mpeloquin@ecvt.comFax Number: 802 - 862 - 9703By: Mark PeloguinName: MARK PELOQUIN

Signature (Request/Report Not Valid Unless Signed) *

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

DO NOT WRITE IN THIS SPACE – AGENCY USE ONLY

VDOL CHECKED RE: ACT 54 2009, AND AMENDMENTS ☐

A310TM – 2010 Bid Bond

CONTRACTOR:

(Name, legal status and address)

Engineers Construction Inc

98 Engineers Drive

Williston, VT 05495

SURETY:

The Cincinnati Insurance Company

6200 S Gilmore Rd

Fairfield, OH 45014-5141

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Burlington

149 Church Street

Burlington, VT 05401

BOND AMOUNT: \$ 5% of the bid amount

PROJECT:

(Name, location or address, and Project number, if any)

Burlington TAP TA20(11)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

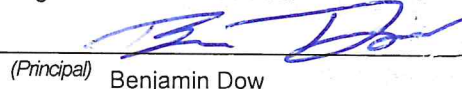
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of November, 2023



(Witness)

Engineers Construction Inc



(Principal)

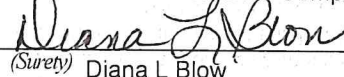
Benjamin Dow

(Seal)

Vice President

(Title)

The Cincinnati Insurance Company



(Surety)

Diana L. Blow

(Seal)

Attorney In Fact

(Title)



(Witness)

Ronan Cooper

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

David B. Holton; John J. Handy; Diana Blow; Susan Mongeon; Melissa Morse-Luke;
Jennie Wafer; Vincent Roberts; John St. Louis and/or Ronan Cooper

of Essex Junction, Vermont

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

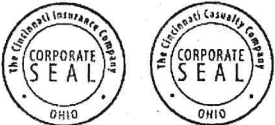
Any such obligations in the United States, up to
Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

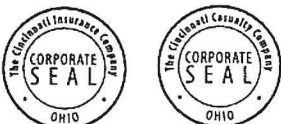


Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 10th day of November, 2023



Ed H

BID FORM
Schifilliti Park Multi-Use Pathway
BURLINGTON TAP TA20(11)

Proposal of J.D. IRLEND BROTHER CORPORATION
(hereinafter called Bidder), organized and existing under the laws of the State of
VERMONT doing business as
a corporation
(a corporation, a partnership, of an individual)

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

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

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

- Contractors EEO Certification Form CA-109 – Appendix A
- Debarment & Non-Collusion Affidavit CA-91 – Appendix B
- Worker Classification Compliance Requirement (Prime Contractor) – Appendix C

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

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is September 13, 2024.

Bidder acknowledges receipt of the following Addenda:

#1 dated 11/11/2023

Bid Form

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

VTrans ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
203.15	Common Excavation				
		CY	300	\$ <u>40.00</u>	\$ <u>12,000.00</u>
	Unit Price in Words	<u>forty dollars</u>			
203.30	Earth Borrow				
		CY	50	\$ <u>30.00</u>	\$ <u>1,500.00</u>
	Unit Price in Words	<u>thirty dollars</u>			
203.31	Sand Borrow				
		CY	100	\$ <u>50.00</u>	\$ <u>5,000.00</u>
	Unit Price in Words	<u>fifty dollars</u>			
204.20	Trench Excavation of Earth				
		CY	110	\$ <u>50.00</u>	\$ <u>5,500.00</u>
	Unit Price in Words	<u>fifty dollars</u>			
210.10	Coarse-Milling Bituminous Pavement				
		SY	80	\$ <u>40.00</u>	\$ <u>3,200.00</u>
	Unit Price in Words	<u>forty dollars</u>			
301.25	Subbase of Crushed Gravel, Coarse Graded				
		CY	180	\$ <u>65.00</u>	\$ <u>11,700.00</u>
	Unit Price in Words	<u>sixty five dollars</u>			
301.26	Subbase of Crushed Gravel, Fine Graded				
		CY	40	\$ <u>70.00</u>	\$ <u>2,800.00</u>
	Unit Price in Words	<u>seventy dollars</u>			

Bid Form

404.65 Emulsified Asphalt

CWT 3 \$ 200.00 \$ 600.00
 Unit Price in Words two hundred dollars

601.0910 15" CPEP

LF 18 \$ 150.00 \$ 2,700.00
 Unit Price in Words one hundred fifty dollars

604.20 Precast Reinforced Concrete Catch Basin with Cast Iron Grate

EACH 1 \$ 7,000.00 \$ 7,000.00
 Unit Price in Words seven thousand dollars

604.42 Changing Elevation of Sewer Manholes

EACH 1 \$ 1,000.00 \$ 1,000.00
 Unit Price in Words one thousand dollars

605.10 Underdrain Pipe, 6 Inches

LF 230 \$ 60.00 \$ 13,800.00
 Unit Price in Words sixty dollars

618.10 Portland Cement Concrete Sidewalk, 5 Inch

SY 135 \$ 150.00 \$ 20,250.00
 Unit Price in Words one hundred fifty dollars

618.30 Detectable Warning Surface

SF 50 \$ 60.00 \$ 3,000.00
 Unit Price in Words sixty dollars

630.15 Flaggers

HR 80 \$ 50.00 \$ 4,000.00
 Unit Price in Words fifty dollars

Bid Form

635.11 Mobilization/Demobilization

LS 1 \$ 25,000.00 \$ 25,000.00
 Unit Price in Words twenty five thousand dollars

641.11 Traffic Control, All-Inclusive

LS 1 \$ 6,000.00 \$ 6,000.00
 Unit Price in Words six thousand dollars

646.311 Crosswalk Marking, Waterborne Paint

LF 24 \$ 20.00 \$ 480.00
 Unit Price in Words twenty dollars

649.31 Geotextile Under Stone Fill

SY 700 \$ 3.00 \$ 2,100.00
 Unit Price in Words three dollars

651.15 Seed

LB 20 \$ 50.00 \$ 1,000.00
 Unit Price in Words fifty dollars

651.18 Fertilizer

LB 120 \$ 6.00 \$ 720.00
 Unit Price in Words six dollars

651.20 Agricultural Limestone

TON 0.50 \$ 1,000.00 \$ 500.00
 Unit Price in Words one thousand dollars

651.35 Topsoil

CY 130 \$ 70.00 \$ 9,100.00
 Unit Price in Words seventy dollars

656.85 Tree Protection

LS 1 \$ 3,000.00 \$ 3,000.00
 Unit Price in Words three thousand dollars

Bid Form

675.20 Traffic Sign, Type A SF 17 \$ 30.00 \$ 510.00
 Unit Price in Words thirty dollars

675.341 Square Tube Sign Post and Anchor LF 36 \$ 25.00 \$ 900.00
 Unit Price in Words twenty five dollar

675.50 Removing Signs EACH 2 \$ 50.00 \$ 100.00
 Unit Price in Words fifty dollar

675.60 Resetting Signs EACH 2 \$ 100.00 \$ 200.00
 Unit Price in Words one hundred dollar

678.23 Wired Conduit LF 140 \$ 40.00 \$ 5,600.00
 Unit Price in Words forty dollar

678.25 Pull Box, Standard EACH 3 \$ 5,000.00 \$ 15,000.00
 Unit Price in Words five thousand dollar

679.46 Street Light Assembly EACH 2 \$ 20,000.00 \$ 40,000.00
 Unit Price in Words twenty thousand dollar

900.645 Special Provision (Remove and Reset Timber Rail) LS 1 \$ 2,000.00 \$ 2,000.00
 Unit Price in Words two thousand dollar

900.645 Special Provision (Erosion Control) LS 1 \$ 2,000.00 \$ 2,000.00
 Unit Price in Words two thousand dollar

Schifilliti Path – BURLINGTON TAP TA20(11)

October 2023

Bid Form

900.680 Special Provision (Bituminous Concrete Pavement, Small Quantity)

TON 60 \$ 250.00 \$ 15,000.00

Unit Price in Words two hundred fifty dollars

Total Base Bid \$ 223,260.00

Total Base Bid Written two hundred twenty-three thousand two hundred sixty dollarsThe lowest responsive and responsible bidder will be determined by the **Total Base Bid.**

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work as specified within the Contract Documents.

By submitting this bid, a bidder certifies that it shall report in writing to the municipality any errors or inconsistency discovered in the plans, proposal, specifications, or proposal documents immediately upon discovery.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

J.D. IRLEND BROTHERS CORP.

Contractor

Randy LAFRANCERM

By

VP

Title

193 INDUSTRIAL AVENUE

Business Address

WILKSTONVT

City

State

11/13/2023

Date

ATTEST

Kimberly J. Gaudin

LS = lump sum

EA = each

SY = square yard

SF = square feet

CWT = hundredweight

GAL = gallon

HR = hour

LU = lump unit

CY = cubic yard

LF = linear foot

TON = ton

MGAL = thousand gallons

LB = pound

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

S.D. Ireland Brothers Corp.

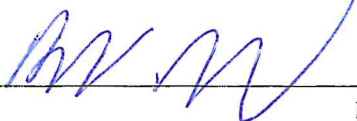
as Principal, (hereinafter called the "Principal"), and Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800, Kansas City, MO 64105, a corporation duly organized under the laws
of the State of Missouri, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto
City of Burlington, 645 Pine Street, Burlington, VT 05401

as Obligee, (hereinafter called the "Obligee"), in the sum of five percent of attached bid
Dollars (\$ 5% of attached bid), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

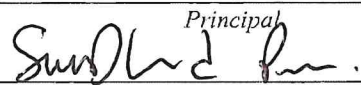
WHEREAS, the Principal has submitted a bid for
Schifilliti Path Burlington TAP TA20(11)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding
or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 8th day of November A.D., 2023

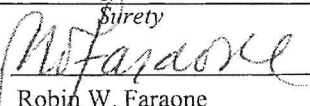


Witness

S.D. Ireland Brothers Corp.
Principal
 (SEAL)



Leo Wrighton
Witness

Swiss Re Corporate Solutions America Insurance Corporation
Surety
By  (SEAL)
Robin W. Faraone, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions America Insurance Corporation vouches that the language in the document conforms exactly to the language
used in AIA Document A-310, February 1970 Edition.
BID70000ZZ0701f

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

SCOTT F. BOARDMAN, PAUL E. PLUNKETT, ROBIN W. FARONE, RICHARD S. SMITH, PETER J. RICKER,

BRIAN J. ATTCHISON, MATTHEW J. CAMPBELL, T. IAN SUTERLAND, AND JOANNE VanDYK

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of November, 20 23

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

APPENDIX A

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

Certification with regard to the Performance of Previous Contracts of Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder X, proposed subcontractor _____, hereby certifies that he/she has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 as amended, and that he/she has X, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

<u>S.D. Ireland Brothers Corp.</u>	<u>RANDY LACRAMBOISE</u>	<u>VICE PRESIDENT</u>
Company	By	Title

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

APPENDIX B

CA-91

STATE OF VERMONT
AGENCY OF TRANSPORTATION
DEBARMENT AND NON-COLLUSION AFFIDAVIT

I, RANDI LAFRAMBOISE, representing
(Official Authorized to Sign Contracts)
J.D. Ireland Brothers Corporation of Wilmington, VT
(Individual, Partnership or Corporation) (City or State)

being duly sworn, depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid for the Vermont project:

SCHIFFILLITI PATH BURLINGTON TAP TAZO(11)
(Project Name)

TAZO(11) project located on _____
(Project Number) (Route or Highway)

bids opened at BURLINGTON VT
(Town or City)

Vermont on NOVEMBER 13, 2023.
(Date)

I further depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that except as noted below said individual, partnership or corporation or any person associated therewith in any capacity is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions: X No _____ Yes. (If yes complete back of this form.)

Sworn to before me this

13 day of November, 2023

J.D. Ireland Brothers Corporation L.S.
(Name of Individual, Partnership or Corporation)

[Signature] L.S.
(Signature of Official Authorized to Sign Contracts)

[Signature]
(Notary Public) 157.0009453

RANDI LAFRAMBOISE L.S.
(Name of Individual Signing Affidavit)

(My commission expires 11/31/25)

VP L.S.
(Title of Individual Signing Affidavit)

APPENDIX B

Page 2

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administration sanctions.

EXCEPTIONS:

RFP/PROJECT NAME & NUMBER:

DATE:

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

Self Reporting
Form 1 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Vermont Agency of Transportation, in accordance with Section 32 of Act 54 (2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011), and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees. The Agency of Transportation is requiring information on any incidents that occurred in the previous 12 months. Attach additional pages as necessary. If not applicable, so state.

Summary of Detailed Information	Date of Notification	Outcome
NOT APPLICABLE		

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Section 32 of Act 54(2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011).

Date: 11/7/2023Name of Company: J.D. Ireland Brothers CorpContact Name: Randy LaframbotteAddress: 193 INDUSTRIAL AVENUETitle: VPWILUSTON, VT 05495Phone Number: 802-316-6000E-mail: randy@jdirland.comFax Number: 802-860-1528By: [Signature]Name: Randy Laframbotte

Signature (Request/Report Not Valid Unless Signed) *

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

DO NOT WRITE IN THIS SPACE – AGENCY USE ONLY

VDOL CHECKED RE: ACT 54 2009, AND AMENDMENTS ☐

BID FORM
Schifilliti Park Multi-Use Pathway
BURLINGTON TAP TA20(11)

Proposal of J Hutchins, Inc.

(hereinafter called Bidder), organized and existing under the laws of the State of
Vermont doing business as
Corporation

(a corporation, a partnership, of an individual)

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

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

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

- Contractors EEO Certification Form CA-109 – Appendix A
- Debarment & Non-Collusion Affidavit CA-91 – Appendix B
- Worker Classification Compliance Requirement (Prime Contractor) – Appendix C

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

Bidder hereby agrees to commence Work under this contract on the date of issuance of the Notice to Proceed and that the Final Completion date for this contract is September 13, 2024.

Bidder acknowledges receipt of the following Addenda:

Addendum #1, November 11, 2023

Bid Form

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

VTrans ITEM #	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
203.15	Common Excavation				
		CY	300	\$ 35.00	\$ 10,500.00
	Unit Price in Words	Thirty Five Dollars and Zero Cents			
203.30	Earth Borrow				
		CY	50	\$ 20.00	\$ 1,000.00
	Unit Price in Words	Twenty Dollars and Zero Cents			
203.31	Sand Borrow				
		CY	100	\$ 55.00	\$ 5,500.00
	Unit Price in Words	Fifty Five Dollars and Zero Cents			
204.20	Trench Excavation of Earth				
		CY	110	\$ 15.00	\$ 1,650.00
	Unit Price in Words	Fifteen Dollars and Zero Cents			
210.10	Coarse-Milling Bituminous Pavement				
		SY	80	\$ 26.00	\$ 2,800.00
	Unit Price in Words	Twenty Six Dollars and Zero Cents			
301.25	Subbase of Crushed Gravel, Coarse Graded				
		CY	180	\$ 65.00	\$ 11,700.00
	Unit Price in Words	Sixty Five Dollars and Zero Cents			
301.26	Subbase of Crushed Gravel, Fine Graded				
		CY	40	\$ 70.00	\$ 2,800.00
	Unit Price in Words	Seventy Dollars and Zero Cents			

Bid Form

404.65 Emulsified Asphalt

	CWT	3	\$ 73.00	\$ 219.00
Unit Price in Words	Seventy Three Dollars and Zero Cents			

601.0910 15" CPEP

	LF	18	\$ 65.00	\$ 1,170.00
Unit Price in Words	Sixty Five Dollars and Zero Cents			

604.20 Precast Reinforced Concrete Catch Basin with Cast Iron Grate

	EACH	1	\$ 5,700.00	\$ 5,700.00
Unit Price in Words	Five Thousand, Seven Hundred Dollars and Zero Cents			

604.42 Changing Elevation of Sewer Manholes

	EACH	1	\$ 1,000.00	\$ 1,000.00
Unit Price in Words	One Thousand Dollars and Zero Cents			

605.10 Underdrain Pipe, 6 Inches

	LF	230	\$ 45.00	\$ 10,350.00
Unit Price in Words	Forty Five Dollars and Zero Cents			

618.10 Portland Cement Concrete Sidewalk, 5 Inch

	SY	135	\$ 85.00	\$ 11,475.00
Unit Price in Words	Eighty Five Dollars and Zero Cents			

618.30 Detectable Warning Surface

	SF	50	\$ 46.00	\$ 2,300.00
Unit Price in Words	Forty Six Dollars and Zero Cents			

630.15 Flaggers

	HR	80	\$ 54.00	\$ 4,320.00
Unit Price in Words	Fifty Four Dollars and Zero Cents			

635.11 Mobilization/Demobilization

LS 1 \$ 43,500.00 \$ 43,500.00

Unit Price in Words Forty Three Thousand, Five Hundred Dollars and Zero Cents

641.11 Traffic Control, All-Inclusive

LS 1 \$ 37,300.00 \$ 37,300.00

Unit Price in Words Thirty Seven Thousand, Three Hundred Dollars and Zero Cents

646.311 Crosswalk Marking, Waterborne Paint

LF 24 \$ 75.00 \$ 1,800.00

Unit Price in Words Seventy Five Dollars and Zero Cents

649.31 Geotextile Under Stone Fill

SY 700 \$ 4.00 \$ 2,800.00

Unit Price in Words Four Dollars and Zero Cents

651.15 Seed

LB 20 \$ 13.00 \$ 260.00

Unit Price in Words Thirteen Dollars and Zero Cents

651.18 Fertilizer

LB 120 \$ 6.00 \$ 720.00

Unit Price in Words Six Dollars and Zero Cents

651.20 Agricultural Limestone

TON 0.50 \$ 100.00 \$ 50.00

Unit Price in Words One Hundred Dollars and Zero Cents

651.35 Topsoil

CY 130 \$ 85.00 \$ 11,050.00

Unit Price in Words Eighty Five Dollars and Zero Cents

656.85 Tree Protection

LS 1 \$ 200.00 \$ 200.00

Unit Price in Words Two Hundred Dollars and Zero Cents

Bid Form

675.20 Traffic Sign, Type A SF 17 \$ 40.00 \$ 680.00
 Unit Price in Words Forty Dollars and Zero Cents

675.341 Square Tube Sign Post and Anchor LF 36 \$ 35.00 \$ 1,260.00
 Unit Price in Words Thirty Five Dollars and Zero Cents

675.50 Removing Signs EACH 2 \$ 20.00 \$ 40.00
 Unit Price in Words Twenty Dollars and Zero Cents

675.60 Resetting Signs EACH 2 \$ 45.00 \$ 90.00
 Unit Price in Words Forty Five Dollars and Zero Cents

678.23 Wired Conduit LF 140 \$ 51.00 \$ 7,140.00
 Unit Price in Words Fifty One Dollars and Zero Cents

678.25 Pull Box, Standard EACH 3 \$ 2,080.00 \$ 6,240.00
 Unit Price in Words Two Thousand, Eighty Dollars and Zero Cents

679.46 Street Light Assembly EACH 2 \$ 12,000.00 \$ 24,000.00
 Unit Price in Words Twelve Thousand Dollars and Zero Cents

900.645 Special Provision (Remove and Reset Timber Rail) 6,000.00 \$ 6,000.00
 LS 1 \$
 Unit Price in Words Six Thousand Dollars and Zero Cents

900.645 Special Provision (Erosion Control) 10,000.00 \$ 10,000.00
 LS 1 \$
 Unit Price in Words Ten Thousand, Dollars and Zero Cents

900.680 Special Provision (Bituminous Concrete Pavement, Small Quantity)

	TON	60	\$	250.00	\$	15,000.00
Unit Price in Words	Two Hundred Fifty Dollars and Zero Cents					

	Total Base Bid	\$	239,894.00
Total Base Bid Written	Two Hundred Thirty Nine Thousand, Eight Hundred Ninety		
	Four Dollars and Zero Cents		

The lowest responsive and responsible bidder will be determined by the **Total Base Bid.**

The above unit prices shall include all labor, materials, removal, overhead, profit, insurance, etc. to cover the finished work as specified within the Contract Documents.

By submitting this bid, a bidder certifies that it shall report in writing to the municipality any errors or inconsistency discovered in the plans, proposal, specifications, or proposal documents immediately upon discovery.

THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

J Hutchins, Inc.

Contractor

Chris Belanger

By

PM / Estimator

Title

88 Rogers Lane

Business Address

Richmond

Vermont

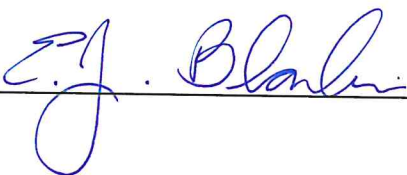
City

State

November 13, 2023

Date

ATTEST



LS = lump sum

EA = each

SY = square yard

SF = square feet

CWT = hundredweight

GAL = gallon

HR = hour

LU = lump unit

CY = cubic yard

LF = linear foot

TON = ton

MGAL = thousand gallons

LB = pound

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we,

J. Hutchins, Inc.

as Principal, (hereinafter called the "Principal"), and Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800, Kansas City, MO 64105, a corporation duly organized under the laws
of the State of Missouri, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto
City of Burlington, 645 Pine Street, Burlington, VT 05401

as Obligee, (hereinafter called the "Obligee"), in the sum of five percent of attached bid
Dollars (\$ 5% of attached bid), for the payment of which sum well and truly to be made, the said Principal
and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

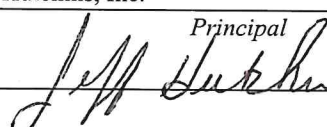
WHEREAS, the Principal has submitted a bid for
Schifilliti Park Multi-Use Pathway
Burlington TAP TA20(11)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract
with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding
or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 13th day of November A.D., 2023

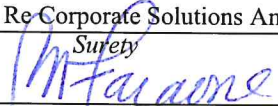


Witness

{ J. Hutchins, Inc.
Principal
 (SEAL)



Leo Wrighton Witness

Swiss Re Corporate Solutions America Insurance Corporation
Surety
By  (SEAL)
Robin W. Faraone, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions America Insurance Corporation vouches that the language in the document conforms exactly to the language
used in AIA Document A-310, February 1970 Edition.
BID70000ZZ0701f

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

SCOTT F. BOARDMAN, PAUL E. PLUNKETT, ROBIN W. FARONE, RICHARD S. SMITH, PETER J. RICKER,
BRIAN J. ATTCHISON, MATTHEW J. CAMPBELL, T. IAN SUTERLAND, AND JOANNE VanDYK

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of November, 20 23.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

APPENDIX A

STATE OF VERMONT
AGENCY OF TRANSPORTATION

November, 1985
CA-109

CONTRACTOR'S EEO CERTIFICATION FORM

Certification with regard to the Performance of Previous Contracts of Subcontracts subject to the Equal Opportunity Clause and the filing of Required Reports.

The bidder x, proposed subcontractor _____, hereby certifies that he/she has x, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246 as amended, and that he/she has x, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

J Hutchins, Inc

Company

Chris Belanger


By

PM / Estimator

Title

NOTE: The above certification is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5 (Generally only contracts or subcontracts of \$10,000 or under are exempt.) Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration, or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

APPENDIX B

CA-91

STATE OF VERMONT AGENCY OF TRANSPORTATION DEBARMENT AND NON-COLLUSION AFFIDAVIT

I, Chris Belanger, representing
(Official Authorized to Sign Contracts)
J Hutchins, Inc. of Vermont,
(Individual, Partnership or Corporation) (City or State)

being duly sworn, depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid for the Vermont project:

Schifillity Multi Use Path, Burlington TAP TA20(11)
(Project Name)
TAP TA20(11) project located on Goose Court
(Project Number) (Route or Highway)

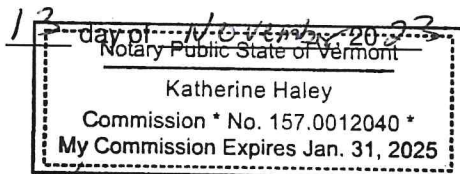
bids opened at 645 Pine Street Suite B, Burlington, VT
(Town or City)

Vermont on November 13, 2023.
(Date)

I further depose and certify under the penalties of perjury under the laws of the State of Vermont and the United States that except as noted below said individual, partnership or corporation or any person associated therewith in any capacity is not currently, and has not been within the past three (3) years, suspended, debarred, voluntarily excluded or determined ineligible by any Federal or State Agency; does not have a proposed suspension, debarment, voluntary exclusion or ineligibility determination pending; and has not been indicted, convicted, or had a civil judgement rendered against (it, him, her, them) by a court having jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions: X No Yes. (If yes complete back of this form.)

Sworn to before me this



Katherine Haley
(Notary Public)

(My commission expires 1/31/25)

Chris Belanger L.S.
(Name of Individual, Partnership or Corporation)

Chris Belanger L.S.
(Signature of Official Authorized to Sign Contracts)

(Name of Individual Signing Affidavit)

(Title of Individual Signing Affidavit)

APPENDIX B

Page 2

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administration sanctions.

EXCEPTIONS:

RFP/PROJECT NAME & NUMBER:

DATE:

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT

Self Reporting
Form 1 of 2

This form must be completed in its entirety and submitted as part of the response for the proposal to be considered valid.

The Vermont Agency of Transportation, in accordance with Section 32 of Act 54 (2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011), and for total projects costs exceeding \$250,000.00, requires bidders comply with the following provisions and requirements.

Bidder is required to self report the following information relating to past violations, convictions, suspensions, and any other information related to past performance and likely compliance with proper coding and classification of employees. The Agency of Transportation is requiring information on any incidents that occurred in the previous 12 months. Attach additional pages as necessary. If not applicable, so state.

Summary of Detailed Information	Date of Notification	Outcome
None	N/A	N/A

WORKER CLASSIFICATION COMPLIANCE REQUIREMENT: Bidder hereby certifies that the company/individual is in compliance with the requirements as detailed in Section 32 of Act 54(2009), as amended by Section 17 of Act 142 (2010) and further amended by Section 6 of Act 50 (2011).

Date: November, 13, 2023

Name of Company: J Hutchins, Inc

Address: 88 Rogers Lane

Richmond, VT 05477

E-mail: chris@jhutchinsinc.com

By: Chris Belanger
Signature (Request/Report Not Valid Unless Signed) *

Contact Name: Chris Belanger

Title: PM / Estimator

Phone Number: 802-434-3500

Fax Number: 802-434-3002

Name: Chris Belanger

(Type or Print)

*Form must be signed by individual authorized to sign on the bidder's behalf.

DO NOT WRITE IN THIS SPACE – AGENCY USE ONLY

VDOL CHECKED RE: ACT 54 2009, AND AMENDMENTS ☐

CORPORATE RESOLUTION
OF

J. Hutchins, Inc. DBA Landshapes

(Print or Type Name of Corporation)

RESOLVED, that it is desirable and in the best interest of this Corporation that its securities be qualified or registered for sale in various states; that the President or any Vice-President and the Secretary or an Assistant Secretary hereby are authorized to determine the states in which appropriate action shall be taken to qualify or register for sale all or such part of the securities of this Corporation as said officers may deem advisable; that said officers are hereby authorized to perform on behalf of this Corporation any and all such acts as they may deem necessary or advisable in order to comply with the applicable laws of any such states, and in connection therewith to execute and file all requisite papers and documents, including, but not limited to, applications, reports, surety bonds, irrevocable consents and appointments of attorneys for service of process; and the execution by such officers of any such paper or document or the doing by them of any act in connection with the foregoing matters shall conclusively establish their authority therefor from this Corporation and the approval and ratification by this Corporation of the papers and documents so executed and the action so taken.

This 3rd day of January, 20 23

Applicant: Chris Belanger

By: 
(Authorized Corporate Officer Signature)

Jeff Hutchins, President
(Print or Type Name & Title)

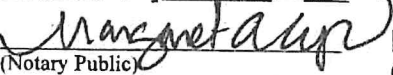
State of Vermont

County of Chittenden

The undersigned, Chris Belanger, being first duly sworn, deposes and says:
That he/she has executed the foregoing application for and on behalf of the applicant named therein; that he/she is Project Manager/Estimator of such applicant and is fully authorized to execute and file such application; that he/she is familiar with such application; and that to the best of his/her knowledge, information and belief, the statements made in such application are true, and the documents submitted therewith are true copies of the originals thereof. This said resolution has not been amended or repealed and remains in full force and effect as January 3, 2023.


(Authorized Signature)

Subscribed and sworn to before me this
22 day of August, 20 23


(Notary Public)

State of Vermont

My Commission Expires: 01/31/2025
(Notarial Seal)

Margaret A. Cyr
Notary Public State of Vermont
Commission No. 157.0014202
Commission Expires: 1/31/2025

Board of Finance and City Council Submission Checklist

Department: Parks & Recreation Submitter: Max Madalinski

Title/Subject: Schifilliti Park Pathway – Construction Contract

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	12/18/2023

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	12/8/2023	Sophie Sauv�� is filling in for this submittal due to the recusal of Director Wight from this project.
Mayor's Office informed and approved memo	Yes	12/13/2023	Jordan Redell
Board/Commission, if required	N/A		
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	Yes	12/12/2023	Hayley McClenahan; final contract review will take place before signing
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/12/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	12/8/2023	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?	No	Click or tap here to enter text.
Additional Materials, if necessary	Yes	Engineer's Review of Bids
Draft Resolution or Motion?	Yes	Included in memo
If for submission to Council, are sponsors identified?	No	Click or tap here to enter text.

Resolution Relating to

AUTHORIZATION FOR UP TO \$345,000 STEP II LOAN
FROM VERMONT DRINKING WATER STATE
REVOLVING FUND FOR FINAL DESIGN OF RESERVOIR
IMPROVEMENTS PROJECT

RESOLUTION _____
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

That WHEREAS, the State of Vermont Drinking Water State Revolving Fund provides loans for final design engineering (Step II) of municipal drinking water system projects; and

WHEREAS, the City has determined the need to make improvements to the City’s Drinking Water Reservoir and the Reservoir Pump Station to improve the resiliency and redundancy of the drinking water system; and

WHEREAS, the such improvements include, but are not limited to, replacement of the roof and retaining wall of the Reservoir, installation of mixing equipment, installation of security equipment for the Reservoir site, construction of a new, modern Reservoir Pump Station and rehabilitation of the existing pump station for redundancy purposes (“the Project”); and

WHEREAS, the City has followed a competitive qualifications-based procurement process required by the State and selected Dufresne Group as the most qualified contractor for the planning, design and construction engineering oversight of this Project; and

WHEREAS, the City hired Dufresne Group to complete preliminary engineering and executed an engineering services agreement for \$90,000, such cost funded by American Rescue Plan Act funding awarded to the City; and

WHEREAS, the final design of the Project is estimated to require an amendment to the existing engineering services agreement increasing the contract amount of \$90,000 by \$330,000 for a resulting total contract amount of \$420,000, including project contract scope contingency; and

WHEREAS, City staff time is eligible for reimbursement by the Drinking State Revolving Fund and is estimated to be up to \$15,000; and

WHEREAS, this Project is eligible for a Step II State of Vermont Drinking Water State Revolving Fund Final Design Loan for this phase of engineering (\$330,000) and for the eligible staff time (\$15,000), in the aggregate amount of \$345,000; and

WHEREAS, the standard Drinking Water State Revolving Loan Fund terms for projects of this type are up to 10 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 and final design 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 II Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter 120 and to apply to the Vermont Drinking Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for the financing of a Loan in a principal amount not to exceed \$345,000 (the “Loan”) subject to final review and approval by the Chief Administrative Officer and City Attorney; and

BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to execute an amendment to the engineering services agreement with Dufresne Group for Step II final design services in an additional amount not to exceed \$330,000, for a total authorized amount not to exceed \$420,000, including project contract scope contingency, subject to review and approval by the City Attorney’s Office; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and instruments as the Bank may request in connection with the Loan, in such form and with such terms as they deem necessary and in the City’s best interest; and (iv) such other documents and instruments necessary or convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney’s Office or Bond Counsel to the City; and

BE IT FURTHER RESOLVED that the City Council designates the following City staff member as alternate authorized representatives of the Project with authority to execute administrative or reimbursement documents (and other ancillary documents other than the loan application or loan agreements): Department of 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 18, 2023 (concurrent)

RE: Engineering Services Agreement Amendment for Reservoir Improvements Project

REQUEST:

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks authorization, through the attached resolution and motion, to apply for a Step II: Final Design Drinking Water State Revolving Fund (DWSRF) loan for \$345,000 and to execute an Engineering Services Agreement (ESA) Amendment 1 with Dufresne Group (DG), increasing the maximum limiting amount of \$390,000, for Final Design Services for the Reservoir Improvements Project (Step II), and to designate the Mayor and appropriate City staff to execute associated documents.

BACKGROUND:

The City's reservoir pump station pumps water from the City's 7 million gallon (MG) reservoir to the two (2) elevated storage tanks and the high service water distribution system. The reservoir pump house was constructed in 1867 and is historic registry listed. The reservoir and pump station are essential to maintaining the resiliency of Burlington's drinking water system and to ensuring sufficient water supply for the University of Vermont Medical Center, the region's Level I Trauma Center. Although the reservoir and pump station have undergone maintenance, repair and replacement projects over the years, the station is showing its age and requires architectural and structural repairs, security and telemetry upgrades as well as equipment replacement. The reservoir is also in need of repairs and upgrades including mixing equipment to improve water quality, full roof cover rehabilitation, and a replacement retaining wall and security fencing. The City is also exploring installation of solar energy systems on the reservoir roofs as part of a City led RFQ for solar installers at a variety of sites; part of that process will involve reviewing the investment in that roof and how this could be coordinated with solar installation. The City has sought federal support for this project in the past, but to date has not been successful in securing funding. While we will continue to seek other funding sources, we are simultaneously advancing a trajectory towards seeking voter approval to finance these upgrades, and other critical capital projects in the coming years.

DG has completed the Preliminary Engineering phase of this project and provided a comprehensive evaluation of the existing reservoir site, roof and retaining wall infrastructure and security needs and recommendations for constructing a modernized replacement station. The existing pump house is on the national historic registry and will be rehabilitated in order to provide long term redundancy for this hyper critical infrastructure. The project will include layout improvements that will allow the City to leverage more of the reservoir capacity than is currently

accessible by making adjustments to the pumping elevation. This improves our overall resiliency as it increases the amount of time that the City can rely on its stored water when there are significant water main breaks or if the water treatment plant needs to be taken down for maintenance. In addition, the project will include water quality improvements including adding mixers in the reservoir.

PROJECT COST AND FUNDING SUMMARY:

WRD utilized American Rescue Plan Act (ARPA) funding allocated to Water capital projects (see ARPA Funds – Water, Wastewater and Stormwater Board of Finance and City Council Authorization request dated June 6, 2022) to finance the initial \$90,000 Step I phase of the project. The next stages, Design and Construction of this project will be financed with a loan through the DWSRF. Final construction estimates¹ will be available in the early fall of 2024 and construction is contingent on voter approval, currently targeted for November 2024. With this anticipated approach, the project will be following DWSRF requirements, including but not limited to utilization of EJCDC Contract Documents. The summary table below outlines the maximum contract and DWSRF loan amounts WRD is seeking approval for. The loan amounts include an allowance for City staff time which is reimbursable through the project loan. WRD has estimated a not to exceed (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 Vermont Department of Environmental Conservation (VTDEC).

Contract	Estimated Cost	Loan Type
Dufresne Group – Step II Final Design NTE	\$330,000	Step II Design Loan (TOTAL NTE \$345,000)
DPW Staff Engineering NTE	\$15,000	

Since Step I of this project was ARPA funded, Step I loans are not included here. Step II loans are 0% interest loans and, assuming the project proceeds towards construction, are typically rolled into the construction loan (Step III) which has a 2% administrative fee. If a project is not ultimately constructed, the Step II loans may go into repayment eventually, with repayment periods in the 5 – 10 year range depending on the size of the loan. Step II loans, on their own, do not require voter authorization per Vermont Statute – however previous Step II costs must be considered when seeking voter authorization for Step III construction funding.

Thank you for your consideration of this request.

ATTACHMENTS:

- Appendix A:
 - o Consultant Procurement Summary
 - o Request for Statement of Qualifications
- Appendix B: Reservoir Improvements Project Draft Engineering Service Agreement Amendment.
- Appendix C: Draft Resolution

¹ The preliminary cost estimate for the project is \$7.2 Million.

MOTIONS:

The DPW-WRD respectfully 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 Water System Improvement Projects

Water Resources issued a Request for Statements of Qualifications (RFQ) on January 24, 2022 for qualified consultants to assist with a variety of Water System Improvement Projects. An RFQ was drafted, approved by the Attorneys Office and posted on the City RFP and State construction websites. There were three SOQs received and three technical staff members of Water Resources ranked the SOQs based on technical capacity of the consulting team. Below are the consultants that provided SOQs for review:

Consultant
A&E
Dufresne Group
HTA

Based on the ranking criteria, the Dufresne Group proposal was ranked the highest. Dufresne Group is a well-qualified team with experience on similar project. WR staff recommended the award contracts to Dufresne Group for Water System Improvements projects, including the Reservoir Improvements project.

City of Burlington
Department of Public Works
Water Resources Division
235 Penny Lane
Burlington, VT 05401



Chapin Spencer
Public Works Director

Megan J. Moir
Division Director
Water Resources

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR WATER SYSTEM IMPROVEMENT PROJECTS

Date of Issuance:	January 24, 2022
Issued by: Water	City of Burlington Department of Public Works – Resources
Due Date for Questions:	February 2, 2022
Due Date for Statement of Qualifications:	February 14, 2022 at 4:00 PM
Project Contact:	Kate Komorowski, Water Resources Engineer kkomorowski@burlingtonvt.gov (802) 233-0022

Request for Qualifications
Engineering Services for Water System Improvement Projects

I. Overview

The City of Burlington (“City”) Department of Public Works Water Resources Division issues this Request for Qualifications for the qualifications-based procurement of engineering firms to assist with engineering tasks associated with a range of Water System 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 planning, preliminary engineering, design, process and construction-related services.

Some of the proposed Projects may be undertaken using loan financing from the Vermont Drinking Water State Revolving Fund (“DWSRF”) and that work shall be performed in accordance with the requirements of the DWSRF program and the regulations issued by such agencies and the State of Vermont.

II. Areas of Expertise

Qualified firms shall complete the Area of Expertise matrix (Attachment A) and demonstrate knowledge and experience in, but not limited to, one or more of the technical and financial topics below and as described herein.

A. Water Treatment and Processes

- a. Treatment Plant Pumping – raw, intermediate and finished
- b. Chemical addition – storage, pumping and controls
- c. Clarification
- d. Filtration
- e. Disinfection
- f. Fluoridation
- g. Corrosion control
- h. Plant process control and instrumentation
- i. Plant operations and troubleshooting
- j. Energy efficiency
- k. Existing water quality and potential future regulations, including emerging contaminants
- l. Security
- m. Emergency Response Plans
- n. Standard Operation Procedure Documentation
- o. Building Improvements
- p. Master Planning

B. Distribution

- a. Hydraulics and modeling
- b. Distribution system rehabilitation and replacement projects
- c. Storage, both in-ground and elevated
- d. Distribution Pump stations
- e. Energy efficiency
- f. Master Planning

C. Other

- a. Meter replacement
- b. Cross connection control
- c. Backflow prevention
- d. Architectural Services (for building improvements)
- e. Structural Engineering
- f. Vermont DWSRF program experience
- g. Public presentation experience

Examples of work to be completed under this on-call contract include, but are not limited to:

1. Reservoir pump house replacement construction and reservoir improvement project
(See Attachment B for an example of a near term scope of work)
2. Raw water chemical Feed line replacement
3. Transmission line replacement/ rehabilitation

III. Procurement Process

The SOQs will be evaluated and the firms ranked according to the qualifications presented in their SOQs and in any selection process interviews, if applicable, in accordance with V. Selection Process and VII. Criteria for Selection and Ranking. When the need for a project arises, the City will engage the top ranked consultant for the development of a scope of work and cost proposals, but may proceed to other qualified consultants if necessary due to unsatisfactory cost proposals or consultant availability.

This qualifications process will be valid for a period of 5 years, though work with a given consultant may continue past that time range for “continuing” projects.

IV. Submission Requirements

Firms must submit three total files including two separate pdf files consisting of 1) an SOQ and 2) billing rates and the excel file for 3) Attachment A “Areas of Expertise.”

1. SOQ. 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 SOQs must be compiled and 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 – Water System 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. Additional sub-consultants may also be added to specific projects at a later date, with City approval.
- 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 projects relevant to the "Areas of Expertise", including the client, project scope, complexity, with a specific focus on similarities to the scope of the Reservoir Pump House Replacement Project 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.

2. Billing Rate Sheet. Submit a list of billing rates for Calendar Year 2022, with maximum billing rates listed for 2023-2026.

Do not submit a scope of work or cost proposal at this time. A detailed scope of work and cost estimates will be requested from the most qualified firm for specific projects.

3. Areas of Expertise Matrix. Submit the completed excel file indicating the areas for which your firm wishes to be considered for qualification and listing projects.

Deadline for Receipt of Qualifications. SOQ's must be received at the address and by the point of contact no later than 4:00 PM Monday, February 14, 2022. The email time stamp shall be the official time of receipt. Late replies will not be accepted under any circumstances. SOQ's, Billing rate sheets and "Areas of Expertise" matrix must be submitted by e-mail as three separate files to:

Kate Komorowski
Water Resources Engineer
kkomorowski@burlingtonvt.gov

The subject line of the e-mail of the e-mail should state: "Statement of Qualifications and Billing Rates – Water System Improvement Projects." It is the responsibility of the participating firm to ensure that the point of contact has received a completed SOQ, billing rate sheet and completed "Areas of Expertise" 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 Wednesday February 2. Responses to questions will be posted via addendum online at the City's RFP site (<http://burlingtonvt.gov/RFP/>) no later than February 4th. 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.

V. Selection Process

A Selection Committee consisting of a minimum of three members of the City's Water Resource Division will evaluate the SOQs, performance data and other material submitted by interested firms and will determine which firms are qualified and then will rank those qualified firms, based on the City's technical opinion, according to each firms' qualifications to perform the desired services. If necessary, interviews with qualified firms will be conducted, which may include discussions regarding experience and project approach, but could delve into anticipated scopes of work. When the need for a specific project arises, the City will commence scope of services and cost negotiations with the most qualified firm, but may proceed to other ranked and qualified firms as necessary. Where there are clear distinctions and when in the best interested of the City, the City may rank firms qualifications separately for the two major areas of expertise (A. Water Treatment and Processes and B. Distribution). However, it is the City's intention to ideally identify the most qualified firm that has expertise across the two primary areas of expertise.

VI. Criteria for Selection and Ranking

The following criteria, as a minimum, will be used to evaluate and rank qualifications of firms submitting an SOQ.

Review Criteria	Weight	Maximum Points	Weighted Points
Experience of Proposed Staff with Similar Projects	6	5	30
Availability and Depth of Technical Qualifications of Proposed Staff	6	5	30
Knowledge of the Project Area/ Similar Project Area	4	5	20
Evidence of Ability to Meet Schedule and Budgets	2	5	10
Clarity and Quality of Statement of Qualifications	2	5	10
TOTAL			100

VII. Terms and Conditions

Contracting. The consultant 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 (Attachment D in this RFQ). The certificate of insurance coverage shall be documented on forms acceptable to the City.

No contract shall 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.

Agreement Requirements. The selected firm shall be prepared to enter into agreements with the City. Depending on the funding sources of the work, the selected firm may be required to execute different contracts for different work. For work funded by the City, the selected firm must execute the City Main Contract and Work Assignment Contract (see Attachment C). For work funded by the State, the selected firm must execute a contract required by DWSRF based on the Engineers Joint Contract Documents Committee ("EJCDC")(see <https://www.ejcdc.org/>). The City will indicate to the selected firm the source of funding and the contract required for any work.

Any work performed using DWSRF funding shall be performed in accordance with all requirements of the DWSRF program and the regulations issued by such agencies and the State of Vermont. Supplementary conditions will be included to modify the EJCDC documents to comply with DWSRF and City requirements.

The City reserves the right to alter or amend any or all provisions in the project contract(s).

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

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.

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.

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. The City reserves the right to reject any or all statements of qualification. The City reserves the right to re-advertise for additional statements of qualification and to extend the deadline for submission of the statements of qualification. 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 or firms 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. See Attachments E-G.

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.

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.

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, to work with a firm(s) with demonstrated expertise in specific areas of water, or to extend any contract which results from this RFQ.

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.

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. See Attachment E.

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. See Attachment F.

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. See Attachment G.

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.

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.

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

The City may require a public health emergency plan be submitted for specific scopes of work.

The City will have sole discretion to approve, deny, or require changes to this plan as a condition of consideration of the bid, will retain the right to inspect all work to ensure compliance with health and safety standards, and may at any time require the consultant to stop work because of the emergency.

If a public health emergency is declared, the City will not be responsible for any delays related to the sequence of operations or any expenses or losses incurred as a result of any delays. Any delays related to public emergencies, including the current pandemic of Coronavirus (COVID-19), will be excusable, but will not be compensable.

VI. Attachments:

- A. Areas of Expertise Matrix (.xls file)
- B. Draft Scope of Work for Reservoir Pump Station Replacement Project
- C. Example of City Main Contract and Work Assignment Contract (for City funded work)
- D. Burlington Standard Contract Conditions
- E. Burlington Livable Wage Ordinance Certification
- F. Burlington Union Deterrence Ordinance Certification
- G. Burlington Outsourcing Ordinance Certification

Attachment B: Draft Scope Narrative for Reservoir Pump Station Replacement Project

One of our first projects will be the design of a new reservoir pump station and various related improvements. This station, constructed in 1867, pumps into our high service system and fills two (2) elevated storage tanks. The project will include constructing a replacement station while maintaining the historic registry listed pump house located at 525 Main Street.

Our initial concept for a new station includes three (3) VFD-controlled vertical turbine pumps that will allow full utilization of our 14 foot deep reservoirs, separate rooms for electrical/HVAC and pumps, PLC/ touchscreen based pump controls, a new telemetry panel to relay operations data back to the water plant and a transfer switch to utilize our new 300 KW emergency generator. Given the close proximity of both stations, the new station may need to have architectural embellishments to keep a consistent appearance. Alternatively, a packaged pump station with custom siding may be acceptable. The 1867 station will need additional maintenance to keep it from falling into disrepair. That being the case, our plan is to mothball existing equipment and controls in such a way that it can be used as a backup should catastrophic failure occur at the new station. Additionally, the reservoir roof structure and landscaped berm north of the reservoir are in need of rehabilitation or replacement and additional security (video camera) upgrades are needed. It is anticipated this project will be funded utilizing the DWSRF. Project will be required to follow all DWSRF requirements, including but not limited to utilization of EJCDC Contract Documents.

As the City is preparing for a possible November 2022 bond vote to fund the project, a significant portion of the preliminary engineering and a planning level cost estimate will need to be completed by approximately July 15, 2022. It is anticipated that Final Design could occur over Winter 2022 – 2023 with construction beginning Summer of 2023.

**CITY OF BURLINGTON
MAIN ON-CALL AGREEMENT
FOR [TYPE OF SERVICE] SERVICES**

This Main On-Call Agreement (“Agreement”) is entered into by and between the City of Burlington (“City”), acting through its [Department], and [Contractor/Consultant’s Full Name] (“[Contractor/Consultant]”), a business authorized to do business in Vermont, with a principal place of business at [Address]. [Contractor/Consultant] and the City agree to the terms and conditions of this Agreement.

1. DEFINITIONS

- A. **“Effective Date”** means the date on which this Agreement is approved and signed by the City, as shown on the signature page of this Agreement.
- B. **“Party”** means the City or [Contractor/Consultant] and “Parties” means both the City and [Contractor/Consultant].
- C. **“Pool [Contractor/Consultant]”** means a [Contractor/Consultant] selected and deemed qualified by the City to perform specified on-call technical assistance and who have executed Main On-Call Agreements with the City.
- D. **“Services”** means the [Types of Services].
- E. **“Public Health Emergency”** means public health emergencies, as declared by the City, the State of Vermont, or the Federal Government.
- D. **“Work”** means the services described in Section 4 of this Agreement (Scope of Work), along with the specifications contained in the Agreement Documents as defined in Section 8 (Attachments and Agreement Documents) below.

2. RECITALS

- A. **Authority.** Authority to enter into this Agreement exists in the City Charter. Required approvals, clearance, and coordination have been accomplished from and within each Party.
- B. **Consideration.** The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Agreement.
- C. **Background.** The City is in need of qualified [contractors/consultants] to be on-call to perform technical assistance for [Type of Services] services. The City—through a Request for Qualifications process—has identified qualified [contractors/consultants] that can provide such services. [Contractor/Consultant] has been identified as one of those qualified consultants. The City will enter into Main On-Call Service Agreements with each such

consultant and request proposals from those consultant for technical assistance in specified areas as needed.

- D. Purpose.** The purpose of this Agreement is to establish [Contractor/Consultant] as an on-call [contractor/consultant] eligible for being selected and awarded a Work Assignment Contract to perform necessary technical assistance. This Agreement only establishes the on-call eligibility of the [Contractor/Consultant]. Selection and assignment of specific work shall occur under a Work Assignment Contract as described in this Agreement.

3. EFFECTIVE DATE AND TERM

- A. Effective Date.** This Agreement shall not be valid or enforceable until the Effective Date. The City shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay [Contractor/Consultant] for any performance or expense incurred before the Effective Date or after the expiration or termination of this Agreement.
- B. Term.** This Agreement and the Parties respective performance shall commence on the Effective Date and expire on [Date].

4. SCOPE OF WORK

- A. Designation.** [Contractor/Consultant] is hereby designated as a Pool [Contractor/Consultant] eligible for assignment of [Type of Work] work as set forth in Attachment A (Request for Qualifications dated [Date]). When a need for [Type of Work] services arises, the City may issue a request to the Consultant for a scope of work, schedule, list of deliverables, and proposed budget in accordance with Attachment E (On-Call Engineering Contract Process). Upon receipt of such request, Consultant shall submit a proposal containing all information requested by the City. If selected by the City, Consultant shall execute a Work Assignment Contract with the City to perform the selected services.
- B. Limitation.** This Agreement shall not obligate the City to assign work to [Contractor/Consultant], nor shall it obligate the City to limit the procurement of future contractual services for the areas specified in Attachment A (Request for Qualifications dated [Date]) to the Pool [Contractors/Consultants].

5. PAYMENT FOR SERVICES

- A. Contract Fee.** This Agreement only designates [Contractor/Consultant] as eligible for assignment of [Type of Work] work. The City shall only be liable for payment to [Contractor/Consultant] if [Contractor/Consultant] is selected to perform services and executes a Work Assignment Contract with the City. The terms of payment shall be limited to the Work Assignment Contract and the City shall not be liable for any costs or expenses not included in a properly executed Work Assignment Contract. If the [Contractor/Consultant] is selected to perform the designated work, the City shall pay the

[Contractor/Consultant] at the rates specified in the operative Work Assignment Contract(s). [Contractor/Consultant] agrees to accept these payments as full compensation for performance of all services and expenses under this Agreement. The City shall only execute Work Assignment Contracts for amounts that have been previously appropriated.

- B. Maximum Limiting Amount.** The total cumulative amount that may be paid to the [Contractor/Consultant] for all services and expenses under any Work Assignment Contract executed pursuant to this Agreement shall not exceed the maximum limiting amount of [Amount]. The City shall not be liable to [Contractor/Consultant] for any amount exceeding the maximum limiting amount without duly authorized written approval. If this Agreement is renewed or extended, the Parties shall execute an amendment to this Agreement which identifies the maximum limiting amount for the renewal term.

6. ORDER OF PRECEDENT

In the event of a conflict between an attachment and this Agreement, this Agreement will be controlling. In the event of a conflict between this Agreement and a subsequent Work Assignment Contract, this Agreement will be controlling.

7. [RESERVED]

8. ATTACHMENTS & AGREEMENT DOCUMENTS

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

The following documents constitute Agreement Documents and are adopted, incorporated by reference, and made part of this Agreement:

- A. Attachment A: Request for Qualifications dated [DATE]**
- B. Attachment B: Contractor's Response to Request for Qualifications dated [DATE]**
- C. Attachment C: Burlington Contractor Conditions**
- D. Attachment D: List of Qualified [Contractors/Consultants]**
- E. Attachment E: On-Call Engineering Contract Process**
- F. Attachment F*: Burlington Livable Wage Ordinance Certification**
 - *Note: Burlington Livable Wage Ordinance Certification must be annually renewed beginning on Effective Date.
- G. Attachment G: Burlington Outsourcing Ordinance Certification**
- H. Attachment H: Burlington Union Deterrence Ordinance Certification**
- I. Attachment I: [Contractor's/Consultant's] Certificate of Insurance**

—The remainder of this page is intentionally left blank. Signatures follow on the next page.—

SIGNATURE PAGE

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.

The Parties hereto have executed this Main On-Call Agreement

CONSULTANT
[Insert Firm Name]
[Insert Firm Address]

By: _____

Print Name:

Title:

Date: _____

City of Burlington
[Department]

By: _____

[Department Head's Name]

[Department Head's Title]

Date: _____

DRAFT

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1**

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement: July 17, 2022

Owner: City of Burlington

Engineer: Dufresne Group

Project: Reservoir Improvement Project

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- ☒ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

As shown in Attachment 1 Final Design, Scope of Services.

The fee detail is shown in Table 2, Level of Effort Budget Worksheet with attached 2023 rates in Table 1, which replaces Table 1 in the original agreement.

Updated DEC Certification (Appendix M) and Schedule (Exhibit Q) are attached.

Agreement Summary:

Original agreement amount:	\$90,000
Net change for prior amendments:	\$0
This amendment amount:	\$300,000
Adjusted Agreement amount:	\$390,000

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

CITY OF BURLINGTON

By: _____
Print
name: _____

Title: _____

Date Signed: _____

ENGINEER:

DUFRESNE GROUP

By: _____
Print
name: Naomi Johnson, PE

Title: President

Date Signed: _____

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

A1.03 Final Design Phase

I. BASIC SERVICES

- A. Prepare detailed drawings, specifications and contract documents suitable to obtain approval from State and Federal funding agencies as well as define the character and extent of construction activities required for public advertisement for bids for construction. Specifications and contract documents will be based on 16 Division documents as defined by the Construction Specifications Institute (CSI) with EJDC Division 0 documents.

The PROJECT is the Reservoir Improvements Project as described in the December 29, 2022 Preliminary Engineering Report (PER), which includes these items:

1. New pump station
2. Rehabilitation of the existing pump station as recommended in the PER, with architectural, structural and mechanical improvements.
3. Replacement of the reservoirs' membrane covering with an adhered membrane system with spot repairs to the existing concrete
4. Installation of a solar panel system on the reservoirs' roofs in conjunction with the roof improvements
5. Mechanical mixers for the two reservoirs
6. Replacement of the site security fencing and North Reservoir retaining wall with a segmental block wall
7. Stormwater detention in two structures
8. Reline of the 24" diameter water main to the South Reservoir and the reservoir inlet/outlet pipes.

In conjunction with the design activities, coordinate with a solar panel contracting firm to obtain proposed system design layout, details and options for ownership and operation of the solar array system. Provide the information for City review and decisions. Include the requirements of the system installation in the project design documents.

- B. Finalize the scope of existing pump station improvements: The scope of the existing station renovation requires further definition during the final design phase, specifically to determine requirements of the State Historic Preservation Office, any required abatement for hazardous material, the extent of necessary structural improvements

and the specific requirements of the VT 2022 Commercial Building and Energy Standards.

1. The coordination with SHPO is included in the services by Hargen Associates, included in the original contract scope.
 2. Coordination with a hazardous materials testing company is not included within scope of services. The testing and any remediation is by the Owner.
 3. Provide a structural evaluation of the existing pump station to determine the scope of structural improvements.
 4. Provide architectural review and design including review of codes. Provide coordination with a roofing company to inspect the existing slate and EPDM roofing elements and determine the scope of improvements.
- C. Provide an itemized estimate of construction costs based on the final design documents. Provide the OWNER with an estimate of the Total Project Costs for the project including construction, engineering, contingencies and other project related costs.
- D. Submit these drawings, specifications, contract documents and a cost estimate for review to the OWNER and Agency of Natural Resources (ANR) at the 30%, 60% and 90% stages of completion.
- E. Provide written responses to review comments received from the OWNER and ANR.
- F. Provide a 100% set of plans and specifications to the OWNER, ANR review engineer and the ANR Water Investment Division project manager with a request for authorization to bid.
- G. Provide funding assistance including drafting the Step III SRF funding application and providing ongoing assistance with the SRF funding program.
- H. Perform additional topographic survey of the reservoir parcel and project area to obtain additional detail for the existing site conditions plan.
- I. Obtain surface borings by a subcontracted firm to complete split spoon sampling at 4 locations at the pump station site, to depths of 25 ft or refusal.
- J. Meet with the Owner and Agency of Natural Resources (ANR) representatives during the project, via Zoom or other remote meeting format. Prepare agenda, written minutes of the meetings and distribute to attendees. A kickoff meeting and review meetings at the 30%, 60% and 90% stages of completion are included.
- K. Provide assistance to the Owner with Public Meetings including preparing exhibits and meeting attendance.
- L. Assist the OWNER in preparing applications for the permits listed below. Permit fees are not included.

- 1) DWGPD Permit to Construct
 - 2) Department of Public Safety
 - 3) Local Right of Way, Planning/Zoning and Building
- M. Complete the Environmental Information Document and Environmental Report Form, including obtaining a project review determination from the State Historic Preservation Office. The level of effort for the ER assumes the project qualifies for a Categorical Exclusion.

TABLE 1
SCHEDULE OF RATES AND TERMS FOR YEAR ENDING 2023

FEES:

Engineering and Technical Services:

President/ Regional Manager I.....	\$175.00 per hour		
Vice President/Regional Manager II	\$140.00	"	"
Project Manager	\$125.00	"	"
Project Engineer I	\$110.00-\$115.00	"	"
Construction Manager.....	\$105.00	"	"
Regional Manager III.....	\$100.00	"	"
Project Engineer II	\$85.00-\$100.00	"	"
Engineering Technician/Construction Engineer.....	\$65.00-\$90.00	"	"
Engineering Intern.....	\$45.00-\$50.00	"	"

Administrative Services:

Office Manager	\$75.00 per hour		
Office Assistant.....	\$65.00 per hour		

EXPENSES:

Mileage - passenger car.....	Current IRS Rate		
Mileage - survey truck and related equipment.....	\$0.68 per mile		

Copying:

24" x 36"	\$2.50 each		
8½" x 11" B&W	\$1.10 each		
8 ½" x 11" Color	\$2.20 each		
11" x 17" B&W	\$4.90 each		
11" x 17" Color	\$9.80 each		

Subcontracted and subconsultant services if requiredat cost plus 8%

TERMS AND CONDITIONS:

1. Time provided in excess of 40 hours per week or after 9 PM for night time construction observation shall be provided at 150% of the rates shown.
2. Time and expense charges are valid through December 31, 2023.
3. Notes on the Level of Effort Budget Worksheet apply as additional Terms and Conditions.

Date: March 16, 2023

TOTAL HOURS	1,438
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APPENDIX M

RUS CERTIFICATION PAGE (MODIFIED from RUS BULLETIN 1780-26, EXHIBIT C)

DEC CERTIFICATION PAGE

PROJECT NAME: Reservoir Improvement Project
PROJECT LOCATION: Reservoir Site, Main Street, Burlington, Vermont
APPLICANT & LOAN/GRANT NUMBER: _____

The Engineer and Owner hereby concur in the Funding Agency required revision to E-500 (2014). In addition, the Engineer certifies to the following:

All modifications required by DEC and RUS Bulletin 1780-26 have been made in accordance with the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values listed on this table. Fees shown will not be exceeded without the concurrence of the Agency.

Description of Steps and Services	Fee Amount	Basis of Payment (Lump Sum or NTE)
1. Step 0 – Feasibility Study		LS/NTE
2. Step I – Preliminary Engineering		
a. Preliminary Engineering Report Services	\$90,000	LS/NTE
b. Environmental Information Document Services		LS/NTE
c. Additional Services included in Step I (include additional lines and itemize each item separately)		LS/NTE
3. Step II – Final Design		
a. Basis of Final Design and Final Design Plans and Contract Documents	\$300,000	LS/NTE
b. Additional Services included in Step II (include additional lines)		LS/NTE
4. Step III		
a. Bid Phase Services		LS
b. Construction Phase Services		LS
c. Resident Project Representative Services		NTE
d. Post Construction Phase Services		LS
e. Additional Services included in Step III (include additional lines)		LS/NTE

Exhibit M – DEC Certification Page

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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Page 1

5. Total Engineering Costs	\$390,000	
6. Construction Costs		
a. Contract 1		
b. Small Purchase		
c. Additional Items (include additional lines)		
7. Total Project Cost		
8. Total Bond Amount		

SCOPE OF SERVICES

The scope of services can be found in the following pages of the contract: Exhibit A and Exhibit J.

PROGRESS MEETING AND DELIVERABLES

DEC places funding holds on projects at the 30%, 60%, and 90% of engineering Step I & II (planning and final design) services pending a project meeting and deliverables. Holds may be negotiated to add or delete holds based on the needs of the project. This contract involves the following Step ____ deliverables and meetings:

Percent Complete	Approximate Meeting Schedule	Deliverables
30%		
60%		
90%		
Final		

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and are after the change, and the resulting total fee.

DUFRESNE GROUP

Engineer

Date

Naomi Johnson, President

Name and Title

CITY OF BURLINGTON

Owner

Date

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative

Date

Name and Title

Last Revised: 3/26/19

EXHIBIT Q,

MODIFIED PROJECT SCHEDULE

I. General:

1. The OWNER and DG recognize the project schedule is based on the initiation of services date shown below. Delays in the initiation of the start date or due to OWNER and regulatory review time may delay other interim dates as shown herein.
2. Engineering services as provided under this AGREEMENT begin with the execution of this AGREEMENT.
3. This schedule replaces and supplants the previously agreed upon and executed schedule of July 17, 2022, previously known as Exhibit A.

II. Schedule:

1. Services are expected to commence upon receipt of a signed agreement and proceed along the following general schedule:
 - A. Preliminary Engineering ReportCompleted December 29, 2022
 - B. Start Final Design..... November 15, 2023
 - C. 30% Final Design December 30, 2023
 - D. 60% Final DesignFebruary 15, 2024
 - E. 90% Final Design April 30, 2024
 - F. 100% Documents.....July 30, 2024

Some of the services listed above are based upon review times by regulatory agencies or construction activities. In these cases, completion of services by DG is dependent on parties beyond the control of either the OWNER or DG. If regulatory review times extend beyond the times normally expected the interim dates and completion dates listed may be affected.

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Kate Komorowski

Title/Subject: Reservoir Improvements Project – Step II

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	12/18/2023

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	12/12/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	12/12/2023	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.	12/13/2023	Draft reviewed by Hayley McClenahan, execution pending final review
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/13/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	12/12/2023	Kathy Zhou – Bond counsel – approved resolutions 12/11/2023
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, pending Attorney review and approval
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?	Choose an item.	Click or tap here to enter text.

Resolution Relating to

AUTHORIZATION FOR UP TO \$352,127 STEP I LOAN
FROM VERMONT DRINKING WATER STATE
REVOLVING FUND FOR SERVICE LINE INVENTORY
PROJECT

RESOLUTION _____
Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____
Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

In the year Two Thousand Twenty-Three

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

That WHEREAS, the State of Vermont Drinking Water State Revolving Fund (“DWSRF”) provides loans for planning and preliminary engineering (Step I) of municipal drinking water system projects; and

WHEREAS, the City, has undertaken a system wide service line material inventory project in order to improve its database of service line asset information, confirm the absence of lead pipes, and comply with the Revised EPA Lead and Copper Rule (the “Project”) by October 2024; and

WHEREAS, the State’s DWSRF Intended Use Plan includes approval for significant subsidies for the Project, including loan forgiveness of 100% for costs up to \$100,000 and at least 50% for any additional costs exceeding \$100,000; and

WHEREAS, City staff time and outreach expenses for the Project are eligible to be funded through a Step I loan, thereby minimizing the financial impact of the costs of the Project on City ratepayers; and

WHEREAS, the City has prepared a budget for the Project, which is estimated to total \$352,127 including a 10% contingency; and

WHEREAS, this Project is eligible for a Step I State of Vermont Drinking Water State Revolving Fund Loan; and

WHEREAS, the standard Drinking 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;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public Works, or his designee, to complete the Step I Loan Application for Revolving Loan Funds under 24 V.S.A. Chapter 120 and to apply to the Vermont Drinking Water State Revolving Fund and Vermont Bond Bank (the “Bank”) for the financing of a Loan in a principal amount not to exceed \$352,127 (the “Loan”) subject to final review and approval by the Chief Administrative Officer and City Attorney; and

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BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and instruments as the Bank may request in connection with the Loan, in such form and with such terms as they deem necessary and in the City's best interest; and (iv) such other documents and instruments necessary or convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney's Office or Bond Counsel to the City; and

BE IT FURTHER RESOLVED that the City Council designates the following City staff member as alternate authorized representatives of the Project with authority to execute administrative or reimbursement documents (and other ancillary documents other than the loan application or loan agreements): Department of Public Works Water Resources Division Director Megan Moir.

MM/Resolutions 2023/Authorization For Up To \$352,127 Step I Loan From Vermont Drinking Water State Revolving Fund For Service Line
Inventory Project
December 18, 2023



MEMORANDUM

TO: Board of Finance / City Council

FROM: Megan Moir, Water Resources Division Director
Emily Piersiak, Water Resources GIS and Field Specialist

DATE: December 18, 2023

RE: Lead and Copper Rule Revisions – Authorization for a Step I Drinking Water State Revolving Fund Loan for Service Line Inventory Program

REQUEST

The Department of Public Works (DPW) and its Water Resources Division (WRD) seeks authorization, through the attached resolution and motion, to apply for Step I: Planning Drinking Water State Revolving Fund (“DWSRF”) loans in an amount up to \$352,127 to support the inventory of service line materials throughout the City and to designate the Mayor and appropriate City staff to execute associated documents.

BACKGROUND

Drinking water is delivered to individual properties through a piped connection (“service line”) from the water main, a larger diameter pipe usually found in the City right of way, to the building. The Burlington Code of Ordinance Chapter 31 does assign some financial responsibility for this pipe to the property owner, but ultimately it is still part of the Burlington Drinking Water System. Additionally, while the City Drinking Water System does not have any responsibility for the pipes or pipe material beyond the water meter, the water quality is regulated all the way to the tap. Because of this, in addition to the frequent testing conducted at the water treatment plant, the City takes also regular samples from taps at variety of different locations according to State and Federal regulations. This data is publicly available and the City publishes an annual Water Quality Report which summarizes the testing.

(See: <https://www.burlingtonvt.gov/water/Water-Quality-Reports>)

One set of regulations, the Lead and Copper Rule, focuses specifically on keeping drinking water consumers safe from the potential health effects of these possible pipe materials. National awareness of the health effects of lead exposure through drinking water first peaked in the early 1980s. In 1982, Burlington started conducting sampling to assess lead, copper, iron, zinc and cadmium levels in the drinking water. Six sites had elevated lead levels during the “immediate sample” at the tap (there are a variety of sampling methods to capture the various types of exposure). Due to this finding and the fact that Lake Champlain water has characteristics (“soft”, neutral pH, low in dissolved metals) that can be corrosive to indoor plumbing, Burlington began implementing

corrosion control with Sodium Hydroxide (pH adjustment) in 1984 and later switched to Zinc Orthophosphate (physical coating of the inside of pipes and fixtures) in 1990.

In 1986, the Safe Drinking Water Act was amended to ban the use of lead pipes in water systems, but did not retroactively require drinking water systems to remove any lead pipes in their systems. In 1991, the EPA passed the Lead and Copper rule to establish maximum contaminant levels for both lead and copper and required systems to implement treatment techniques if more than 10% of their samples exceeded those levels. Since Burlington implemented zinc orthophosphate-based corrosion control Burlington has been compliant with the 1991 EPA Lead and Copper rule sampling (sampling required every 3 years at State approved sites).

National discourse on lead in drinking water peaked again after the Flint, Michigan tragedy – and the EPA recently issued a rule revision to better protect children and communities from lead by identifying and removing significant sources of lead from the nation’s drinking water systems. Generally speaking, the most significant source comes from service lines made of lead – and this has become the primary target of the 2021 Lead and Copper Rule Revision, which first requires communities to do a comprehensive inventory of all the service lines in their community and then to replace lead pipes or galvanized pipes that are downstream of a pipe that was lead at one time. The results of inventory effort are due October 16, 2024. While the regulations allow for submission of an inventory that still has “unknown” material for service lines (since portions can only be known by subsurface exploration), the City must demonstrate that significant effort was made to attempt to complete the inventory to the maximum extent practicable.

While Burlington does not have a high likelihood of lead service lines (staff have not encountered service line installation records¹ or evidence in the field of lead service lines), we do not have a comprehensive database of the material types of our estimated 11,009 service lines (includes fire service and other non-potable lines). Regardless of the regulatory driver, Burlington Water Resources welcomes this opportunity to ensure the best water quality for our consumers and to improve our asset inventory, especially related to the location of galvanized service lines which are prone to leaking.

The Service Line Inventory Project

Staff have already started reviewing the volumes of historical service line installation records and are now shifting into a higher level of effort in this record review (thanks to the hire of a temporary employee) and onto resident engagement to get property owners to assist with the identification of the pipe material coming into the building.

WRD staff have created a page² on the City website with information about the project, Frequently Asked Questions, and a survey for residents and homeowners to share their

¹ Burlington’s annual reports from 1929 – 1937 list various pipe materials, including galvanized, cast iron and lead; reports from 1938 onwards no longer mention lead. It is possible that the lead referenced in the earlier years is the short section of lead connector found on galvanized metal pipes. Lead pipe sections less than 2’ in length have been classified by EPA as not requiring replacement.

² <https://www.burlingtonvt.gov/water/slip>

service line information. Over the last month, Staff provided presentations to the DPW Commission and the Council's Transportation, Energy & Utilities Committee. The project and our outreach efforts were well received.

Staff are coordinating with Customer Care to inform the public of this project and to solicit survey responses by including project information in the quarterly WRD newsletter as well as separate project specific mailings to both property owners and residents. Staff will also coordinate with the Burlington School District as well as universities to share the message widely and encourage more survey responses. Critical information will be translated for the benefit of Burlington residents from all backgrounds.

In the Spring, staff will begin to target outreach and schedule appointments for properties with unknown service line materials following the comprehensive records review and to confirm any survey results that are not explicitly clear. Customers who live in older neighborhoods that have a higher likelihood of galvanized service lines will be prioritized.

A public webmap will be made available as a resource for residents and property owners to access the results of the inventory and show our progress.

In the unlikely event that a lead service line is found, it will be replaced at no cost to the property owner.

Completing the Project In-House

While some communities are hiring consultants to complete this effort, Burlington Water Resources decided early on that due to the extensive internal record research and to the eventual need to communicate directly with our customers, that it would be most cost effective to complete the project in-house, albeit with some hiring of temporary employees as mentioned above. Fortunately, the State has deemed the use of in-house resources as eligible for the loan and loan forgiveness programs mentioned below, up to \$55/service line.

Burlington Water Resources is seeking to cover what we believe is the bulk of our additional costs through the DWSRF loan program – especially given the significant subsidy that is available (see more below). The estimate below captures the easily trackable labor expenses as well as materials for the outreach and engagement we are doing (as described above).

Task	# of lines	time (hours)	total number of hours	Maximum average billable rate per hour	Total
Review of records and entry into database	11009	0.133	1468	\$ 30.00	\$44,040
Inspection of service lines (including travel time and administration)	2500	1.25	3125	\$ 75.00	\$234,375
Labor Estimate					\$278,415
Materials					Total
Mailers					\$13,200
Advertisement budget					\$10,000
Survey Response incentives (gift cards - 5 months of 2 x \$50 gift cards)					\$1,000
Verification tools for homes with grey pipes (to confirm galvanized vs. lead); magnets or lead swabs					\$12,500
Translation services					\$5,000
Materials total					\$41,700
Total Labor + Materials					\$320,115
10% contingency					\$32,012
Step I Planning Loan Request (Labor + Materials + Contingency)					\$352,127

Table 1: Project Billable Budget

PROJECT COST AND LOAN SUMMARY:

This project is eligible for a Drinking Water State Revolving Fund Step I Planning Loan. The SRF Intended Use Plan identifies a subsidy program in the form of loan forgiveness of 100% for the first \$100,000 and at least 50% for the amount above \$100,000. This brings the total debt service for this important effort down from \$352,127 to \$126,064.

Loan Repayment Calculation with Loan Subsidy (Loan Forgiveness)	
100% loan forgiveness on first \$100,000	\$ (100,000.00)
At least 50% loan forgiveness on amount above \$100,000	\$ (126,063.25)
Resulting Maximum Loan to be Repaid (0% interest over 5 years)	\$126,063.25
Yearly Repayment	\$25,212.65

Unlike most other SRF loans, it is currently assumed that this loan would remain as a Step I loan (0% interest) and would be repaid over 5 years, starting the fiscal year after the project completion (earliest repayment would be FY26, giving appropriate time for inclusion into a budget). In the event that the inventory results in the need to perform significant construction (replacement of lead or other service lines) then it is possible that this Step I loan would be rolled into a Step II and then Step III loan (2% administrative fees, up to 20 year repayment). Those steps would involve additional approvals by the Board of Finance and City Council.

Thank you for your consideration of this request.

ATTACHMENTS

- Appendix A: Draft Resolution

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."

Board of Finance and City Council Submission Checklist

Department: DPW Water Resources Division Submitter: Megan Moir/Emily Piersiak
 Authorization for Step I Drinking Water State Revolving Fund Loan for Service Line
 Title/Subject: Inventory Program

	Approval:	Meeting Date:
☐		
☐		Click or tap to enter a date.
☒	Concurrent	12/18/2023

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	12/12/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	12/13/2023	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	12/13/2023	Hayley McClenahan and Bond Counsel Kathy Zhou
CAO has reviewed budget, financing, and memo	Yes	12/13/2023	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?	N/A	
Additional Materials, if necessary	Choose an item.	Click or tap here to enter text.
Draft Resolution or Motion?	Yes	Draft resolution, reviewed by bond counsel
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 \$1,132,767 STEP II LOAN
FROM VERMONT CLEAN WATER STATE REVOLVING
FUND FOR FINAL DESIGN OF UPGRADES FOR
CRESCENT BEACH, PROCTOR PLACE AND WATER
PLANT (PENNY LANE) PUMP STATIONS

RESOLUTION_____

Sponsor(s): Bd. of Finance
Introduced: _____
Referred to: _____

Action: _____
Date: _____
Signed by Mayor: _____

CITY OF BURLINGTON

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

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

That WHEREAS, the State of Vermont Clean Water State Revolving Fund provides loans for planning and preliminary engineering (Step I) and final design engineering (Step II) of municipal wastewater and stormwater system projects; and

WHEREAS, the City has determined the need to replace and modernize various wastewater pump stations to properly convey wastewater from low-lying areas to Wastewater Treatment Plants; and

WHEREAS, the City previously executed a Step I loan for \$350,000 in October 2020 to conduct planning and preliminary engineering for nine (9) of the City’s 25 pump stations and which included an allowance of up to \$50,000 of City staff time; and

WHEREAS, from that planning effort three pump stations, Crescent Beach, Proctor Place and the Water Plant (Penny Lane) Pump Stations were determined to be the highest risk pump stations; and

WHEREAS, the Crescent Beach, Proctor Place and the Water Plant (Penny Lane) Pump Stations (“the Project”) are ready to proceed to final design (Step II); and

WHEREAS, the City has followed a competitive qualifications based procurement process required by the State and selected Hoyle Tanner as the most qualified contractor for the planning and design of this Project; and

WHEREAS, the final design of the pump station upgrades is estimated to require an amendment of \$782,767 to the existing contract amount of \$300,000 for a resulting total contract authorization of \$1,082,767, including project contract scope contingency up to \$26,097; and

WHEREAS, this Project is eligible for a Step II State of Vermont Clean Water State Revolving Fund Final Design Loan inclusive of the previous Step I loan amount and totaling \$1,132,767; and

WHEREAS the standard Clean Water State Revolving Loan Fund terms for projects of this type are up to 10 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 and final design without prior voter approval, provided that such debt shall be included in any subsequent public authorization of indebtedness necessary to

AUTHORIZATION FOR UP TO \$1,132,767 STEP II LOAN FROM VERMONT CLEAN WATER STATE REVOLVING FUND FOR FINAL DESIGN OF UPGRADES FOR CRESCENT BEACH, PROCTOR PLACE AND WATER PLANT (PENNY LANE) PUMP STATIONS

26 construct the project for which the planning loans are used;

27 NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Director of Public
28 Works, or his designee, to complete the Step II Loan Application for Revolving Loan Funds under 24 V.S.A.
29 Chapter 120 and to apply to the Vermont Clean Water State Revolving Fund and Vermont Bond Bank (the
30 “Bank”) for the financing of a Loan in a principal amount not to exceed \$1,132,767 (the “Loan”) subject to
31 final review and approval by the Chief Administrative Officer and City Attorney; and

32 BE IT FURTHER RESOLVED that the City Council authorizes the Director of Public Works to
33 execute an amendment to the Engineering Services Agreement with Hoyle, Tanner for Step II final design
34 services in an additional amount not to exceed \$782,767, inclusive of project contract scope contingency in the
35 amount of \$26,097, for a total authorized expenditure not to exceed \$1,082,767; and to further authorize the
36 Director of Public Works to execute any further amendment to the Agreement within the approved
37 contingency necessary to complete the project contract scope, subject to review and approval by the City
38 Attorney’s Office; and

39 BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, Chief Administrative
40 Officer, and Banking and Cash Operations Manager, individually or collectively, to execute and deliver: (i) a
41 loan agreement with the Bank to evidence the Loan and the repayment thereof; (ii) one or more bond(s) or
42 promissory note(s) in an aggregate principal amount not to exceed the Loan; (iii) such documents and
43 instruments as the Bank may request in connection with the Loan, in such form and with such terms as they
44 deem necessary and in the City’s best interest; and (iv) such other documents and instruments necessary or
45 convenient in connection with the Loan, all subject to the prior review and approval by the City Attorney’s
46 Office or Bond Counsel to the City; and

47 BE IT FURTHER RESOLVED that the City Council designates the following City staff member as
48 alternate authorized representatives of the Project with authority to execute administrative or reimbursement
49 documents (and other ancillary documents other than the loan application or loan agreements): Department of
50 Public Works Water Resources Division Director Megan Moir.

51

52

53 MM/AW/Resolutions 2023/Authorization For Up To \$1,132,767 Step Ii Loan From Vermont Clean Water State Revolving Fund For Final Design
54 Of Upgrades For Crescent Beach, Proctor Place And Water Plant (Penny Lane) Pump Stations
55 December 18, 2023



MEMORANDUM

TO: Board of Finance/City Council

FROM: Megan Moir and Ashley Walenty, DPW - Water Resources

DATE: December 18, 2023

CC: Chapin Spencer, DPW Director

RE: Final Design Phase 2 Step II Loan Application and Engineering Services Agreement Amendment with Hoyle Tanner for 3 High Priority Pump Stations & Forcemain Upgrades

REQUEST:

The Department of Public Works ("DPW") Water Resources Division seeks authorization, through the attached resolution and motion, to apply for a Step II State Revolving Fund ("SRF") loan in the amount of \$1,132,767 (inclusive of the previously approved \$350,000 Step I loan) for the final design of Phase 2 Remote Wastewater (WW) Infrastructure Improvements to the Crescent Beach, Proctor Place and Water Plant (Penny Lane) pump stations, to execute an engineering services agreement amendment with Hoyle Tanner (HT) for an increase of \$782,767, plus a contingency up to \$26,097 rolled over from Step I work and a total resulting contract authorization not to exceed \$1,082,767, and to designate the Mayor and appropriate City staff to execute associated documents.

BACKGROUND:

The Remote Wastewater Infrastructure Improvements Project is a project that is a part of the Clean Water Resiliency Plan (CWRP) which received 92% voter approval for the Bond vote in November 2018.¹ Most of the current pump stations in the City's network are 50 years or older and recent and continuous failures have resulted in emergency repairs and some unpermitted sewer discharges. This work is being accomplished throughout multiple phases and likely, multiple bond votes, based on the needs of the rest of the wastewater system, such as the wastewater treatment plants themselves. The Phases are as follows:

- 2018 – Assessment determined eleven of the City's twenty-five existing sewage pump stations require upgrading and/or full replacement.
- 2019-2023 – Implementation of Phase I brought the first two of the eleven pump stations, Flynn Avenue and Fletcher Place, to final completion.
- 2021-2023 – Completion of the Preliminary Engineering Report ("PER") for the remaining

¹ More information on the CWRP can be found here: <https://www.burlingtonvt.gov/dpw/water/cwrp/>

- nine (9) stations and their associated forcemains.
- 2023-2025 – Phase 2 Final Design for the top three highest risk pump stations that required complete replacements, Crescent Beach, Proctor Place, and Water Plant (Penny Lane. Completion of Appletree Bay Pump Station upgrade in-house with annual capital.
- 2026-2029 – Phase 3 Design and Construction for the final five of the pump stations that need to be rehabilitated).

Phase I of the improvements focused on the highest risk pump stations located at the end of Flynn Avenue and the end of Fletcher Place and were completed in the spring of 2023, with a full upgrade to the pumping systems including mechanical and electrical equipment and the addition of an emergency generator at Flynn and a storage tank at Fletcher, in case of power failure. The forcemains at both Flynn and Fletcher were also replaced under the loan. The loan amount for Phase I is \$1,852,099, minus \$85,352 of loan forgiveness (\$1,766,747 to be repaid).

Phase 2 focuses involves the preliminary engineering of the remaining nine (9) stations and their associated force mains and the final design and construction of the highest risk pump stations. The Board of Finance and City Council authorized a Step I loan of \$350,000 for the preliminary engineering study for these pump stations in October 2020². The PER was substantially completed this year, and the City utilized the report to select the next three pump stations to be rehabilitated based on criticality (consequence of failure and likelihood of failure). Based on the results of the PER, the City selected Crescent Beach, Proctor Place, and Water Plant (Penny Lane) pump stations and associated forcemains to move into the final design stage. Additionally, one of the remaining pump stations (Appletree Bay) was identified early on in the PER process as a candidate for the City to upgrade in-house this year and thus reduced the remaining pump stations needing investment in Phase 3 to five pump stations.

Phase 3 will focus of the required investments for five of the remaining six pump stations – but the design and implementation of those improvements are likely to be triaged until later this decade.

PROJECT COST AND LOAN SUMMARY:

The State has authorized previous Step I (Preliminary Engineering) costs for this project under CWSRF loan RF1-279 - Remote Wastewater Infrastructure Improvements – Phase II.

Under the CWSRF loan program, previous loans are rolled into subsequent loans as the project progresses towards construction (Step III). Step I and Step II 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 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.

The following summary table outlines the current costs that comprise the total CWSRF Step II (Final Design) Loan amount.

² <http://go.boarddocs.com/vt/burlingtonvt/Board.nsf/goto?open&id=BTYPM264DB24>

Remote Wastewater Infrastructure Improvements – Phase II (*Revised costs shown in italics*)

Item	Estimated Costs	Funding
Step I: Hoyle, Tanner & Associates Remote Wastewater Preliminary Engineering Phase II (Next 9 Pump Stations)	\$300,000	Original Step I Loan Authorization NTE: \$350,000 <i>Step II Loan Authorization NTE: \$1,132,767</i>
DPW Staff Engineering	\$50,000	
Hoyle, Tanner & Associates ESA Amendment #1	No Cost Amendment	
Hoyle, Tanner & Associates ESA Amendment #2	No Cost Amendment	
<i>Step II: Hoyle, Tanner & Associates Remote Wastewater Final Design Amendment - (Crescent Beach, Proctor Place & Water Plant Pump Stations)</i>	<i>\$782,767</i>	
TOTAL STEP II LOAN NTE:	<i>\$1,132,767</i>	

This represents a total overall borrowing amount not to exceed \$1,132,767. The above project will also be eligible for up to \$100K of planning/design subsidy (loan forgiveness). The Step I loan has an additional \$26,097 left in the loan funds that can be utilized as a contingency amount for the Step II work if required.

At this point, it is anticipated that construction funding for these improvements will likely be part of a future voter authorization request, tentatively planned for November 2024, in order to ensure that sufficient funding is available for the higher priority improvements related to Stage 0 of the Wastewater Plant Improvements project and the Callahan Combined Sewer Storage Tank. That said, if existing voter authorized funding remains, these pump station upgrades will be prioritized appropriately, and loan repayment would begin the full fiscal year following project completion.

ATTACHMENTS:

- Appendix A: Remote Wastewater Infrastructure Improvements Draft Engineering Services Agreement Amendment No. 3 Scope of Work
- Appendix B: Resolution

MOTIONS:

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."

Thank you for your consideration of this request.

Board of Finance and City Council Submission Checklist

Department: DPW – Water Resources Submitter: Ashley Walenty

Title/Subject: Final Design Remote WW Pump Stations_CP_PP_WP

	Approval:	Meeting Date:
☐	Board of Finance	Click or tap to enter a date.
☐	City Council	Click or tap to enter a date.
☒	Concurrent	12/18/2023

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	12/12/2023	Megan Moir & Chapin Spencer
Mayor's Office informed and approved memo	Yes	12/13/2023	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	12/13/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	12/13/2023	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?	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.

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

From: Nicolas Longo, Director of Aviation

Date: December 18, 2023

Subject: Airport Equipment purchase over \$100,000; Toro Groundsmaster 5910-D rotary mower

Request:

The Patrick Leahy International Airport requests the purchase of a 16' wide 5910-D rotary mower in the amount of \$159,945.82.

Executive Summary:

The airport currently operates an aging 2007 Toro with a 16' mower deck with 4,400 hours of use and has a tier 2 emissions engine. The proposed mower is a tier 4, making it more energy efficient by reducing nitric oxides and particulate matter emissions. It is EPA tier 4 and stage 5 compliant. The two-speed drive mower improves hydraulic efficiency by operating in four-wheel drive settings which improve fuel economy. This will be used as a primary airfield mower.

Background:

The airport is required to maintain airfield grass to a certain height as part of its FAA-approved Wildlife Hazard Management Plan. Uniformity is maintained by BTV maintenance staff so that grass heights are consistent between 6-10 inches across the airfield to deter wildlife. The proposed mower will be used as a primary means of accomplishing FAA required grass heights. The Burlington International Airport Equipment Capital Improvement Plan identified the 2007 Toro unit as a critical need for replacement to provide the functionality and reliability that is required to maintain the vast grassy areas required to be maintained during the mowing season.

Sourcing:

An RFP was put out in August for pricing. It is 8-12 months out for delivery. Delivery is expected in Fiscal Year 2025. The Fiscal Year 2025 budget will include funds in the capital expense budget to pay for this new equipment.

Airport Commission

The Airport Commission reviewed this request at its December 6, 2023 meeting. The Commission unanimously recommended that the Board of Finance and City Council approve and authorize a purchase from Grassland Equipment & Irrigation for a 2023 Toro Groundsmaster 5910-D (T4) in the amount of \$159,945.82.

Motions:

The Airport respectfully requests the following motions:

Board of Finance

“To approve and recommend that the City Council approve and authorize a purchase from Grassland Equipment & Irrigation for a 2023 Toro Groundsmaster 5910-D (T4) in the amount of \$159,945.82.”

City Council:

“To authorize a purchase from Grassland Equipment & Irrigation Corp. in the amount of \$159,945.82.”

Thank you for your continued support.

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Purchase of a 2023 Toro Groundsmaster 5910-D (T4) Mower

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	12/18/23

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	12/1/2023	N. Longo
Mayor's Office informed and approved memo	Yes	12/11/2023	J. Redell
Board/Commission, if required	Yes	12/6/2023	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/13/2023	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	12/11/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

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

From: Nicolas Longo, Director of Aviation

Date: December 18, 2023

Subject: Request to purchase Two Ford F150 Lightnings and a Mach-E vehicle, and a budget neutral amendment.

Request:

The Patrick Leahy Burlington International Airport seeks approval and authorization:

1. To purchase two Ford F150 lightnings and one Mach-E in the total amount of \$183,862.
2. For a budget neutral amendment to the Fiscal Year 2023 Budget in the amount of \$54,284.

Executive Summary:

Background:

The airport recently sold a 2004 Chevy 3500, a 1993 Chevy 3500, and a 2000 GMC 3500 vehicle and tow-behind broom units. As pull vehicles for tow-behind broom units, the Chevy and GMC vehicles were previously pivotal pieces of the airport's fleet, providing snow removal in the winter and serving as maintenance vehicles in the summer. We upgraded our fleet to multi-function equipment (MFE) which have increased efficiency and perform a multitude of snow removal tasks simultaneously. For a period of time, the truck part of the obsolete tow-behind pull vehicles were used for mixed-use, but were aging and inefficient, so they are being replaced with EV vehicles. With the change in operational use, we are looking to downsize our carbon footprint while meeting vehicle replacement and sustainability plan and strategic goals. The new EV vehicles will have mixed use, performing, operations, maintenance, and administrative tasks.

Sourcing:

Leahy BTM put out an RFP for two EAWD pickup trucks and a 5-passenger EAWD vehicle.

Three bid packages were received. Lamoille Valley Ford provided the lowest price.

Supplier

Riley Ford
Lamoille Valley Ford
Heritage

EV Bid Prices

Disqualified – Vendor could not comply with vehicle delivery requirement listed in RFP.

\$182,862

\$193,574

Budget Amendment:

The airport budgeted for these vehicles in Fiscal Year 2024 but requests a budget neutral amendment to increase the admin cost center capital expenditure line item. The proposed budget amendment transfers Fiscal Year 2024 approved capital expenditure budget funds between the cost centers as needed. A budget neutral amendment is included below:

Org Set	GL Account	Account Name	Increase / (Decrease)
Expense - Increases			
400-35-000	9500_110	Capital Expenditures	\$ 54,284
Increases to Expenses			\$ 54,284
Expense - decreases (transfer to Admin Cost Center)			
400-35-431	9500_110	Capital Expenditures	\$ (35,211)
400-35-430	9500_110	Capital Expenditures	\$ (19,073)
Decreases to Expenses			\$ (54,284)

Airport Commission

The Airport Commission reviewed this request at its December 6, 2023 meeting. The Commission recommended that the Board of Finance and City Council approve and authorize the purchase from Lamoille Valley Ford of three vehicles in the total amount of \$183,862. Additionally, they recommend that the City Council approve a budget neutral amendment in the amount of \$54,284 to the Fiscal Year 2024 Airport budget.

Motions:

The Airport respectfully requests the following motions:

Board of Finance

1. "To approve and recommend that the City Council approve and authorize a purchase from Lamoille Valley Ford of three vehicles in the total amount of \$183,862."
2. "To approve and recommend that the City Council approve a budget neutral amendment in the amount of \$54,284 to the Fiscal Year 2024 Airport budget by increasing the amounts as described in the affiliated memorandum"

City Council:

1. "To authorize a purchase from Lamoille Valley Ford for three vehicles in the total amount of \$183,862."
2. To approve a budget neutral amendment in the amount of \$54,284 to the Fiscal Year 2024 Airport budget by increasing the amounts as described in the affiliated memorandum."

Thank you for your continued support.

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: Purchase of (2) Ford 150 Lightnings and (1) Mach-E Electric Vehicles

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	12/18/23

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	12/1/2023	N. Longo
Mayor's Office informed and approved memo	Yes	12/11/2023	J. Redell
Board/Commission, if required	Yes	12/6/2023	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/13/2023	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	12/11/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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

To: City of Burlington, City Council

From: Nic Longo, Director of Aviation
Larry Lackey, Director of Planning, Engineering and Environmental Compliance

Date: December 18, 2023

Subject: Request to Execute a 2023 ARPA Clean Water Fund – MS4 grant agreement
(Grant # 06140-ARPA-CWF-MS4-01)

REQUEST

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

1. To Execute a 2023 ARPA Clean Water Fund – MS4 grant agreement (Grant # 06140-ARPA-CWF-MS4-01)

EXECUTIVE SUMMARY

1. Subject Matter: The subject matter of this Grant Agreement is to assist Municipal Separate Storm Sewer Systems (MS4) Communities with MS4 permit compliance to reduce the adverse impacts to water quality of a discharge or stormwater runoff, pursuant to the federal American Rescue Plan Act of 2021 and the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions.
2. Maximum Amount: In consideration of the scope of work to be performed, the State agrees to pay the Airport, in accordance with the payment provisions specified, a sum not to exceed \$459,698.
3. Procurement: The Airport certifies that for any equipment, supplies, and/or services outside of their organization, that they have and will continue to follow their procurement policy.
4. Ownership and Disposition of Assets: At the end of the grant term, the Airport will retain any pipes, valves, pumps, tanks, or other equipment installed under the grant agreement and described in the scope of work for the same use and intended purpose as outlined in this

agreement.

5. Source of Funds: ___ General X Federal X Other – State Clean Water Fund. \$325,826 \$133,872
6. Grant Term: The period of Airports performance shall begin upon date of execution, signified by the date of signature by the State, and end on September 30, 2026.
7. The grant would reimburse the airport eighty percent (80%) of eligible expenditures. The airport has on-going expenditures related to maintain and improve its stormwater infrastructure.

BENEFITS ANTICIPATED:

The Patrick Leahy Burlington International Airport will use these monies to help improve the stormwater capacity, design new treatment practices and fix existing stormwater infrastructure to help make sure that BTV stays in compliance with our various stormwater permits.

AIRPORT COMMISSION:

The Airport Commission reviewed the request at its December 6, 2023 meeting and voted to recommend to the City Council that the Director of Aviation be approved and authorized to execute a 2023 ARPA Clean Water Fund-MS4 grant agreement (Grant # 06140-ARPA-CWF-MS4-01) not to exceed the amount of \$459,698, with a 20% matching requirement, after review and approval by the City Attorney's Office.

PROPOSED MOTION:

“To approve and authorize the Director of Aviation to execute a 2023 ARPA Clean Water Fund – MS4 grant agreement (Grant # 06140-ARPA-CWF-MS4-01) not to exceed the amount of \$459,698, with a 20% matching requirement, after review and approval by the City Attorney’s Office.”

Board of Finance and City Council Submission Checklist

Department: Airport Submitter: H. Dusablon

Title/Subject: ARPA Clean Water Fund Grant Agreement

	Approval:	Meeting Date:
☐	Board of Finance	
☐	City Council	
☒	Concurrent	12/18/23

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	12/1/2023	N. Longo
Mayor's Office informed and approved memo	Yes	12/11/2023	J. Redell
Board/Commission, if required	Yes	12/6/2023	
City Attorney's Office has approved contract and/or legal documents, -Identify attorney in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/13/2023	K. Sturtevant
CAO has reviewed budget, financing, and memo	Yes	12/11/2023	K. Schad
Human Resources, if personnel action -Identify HR Manager in note	N/A	Click or tap to enter a date.	Click or tap here to enter text.
CIO, if an IT-related investment/purchase	N/A	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

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



To: Board of Finance
City Council

From: Megan Moir, Division Director - Water Resources

Cc: Chapin Spencer, DPW Director
Kerin Durfee, Director of Human Resources
Tony Berry, Human Resources Manager

Date: December 18, 2023

Subject: 1. Creation of Water Resources Utility Inspector position
2. Creation of Stormwater Field Specialist position

EXECUTIVE SUMMARY

The Water Resources Division (WRD) of the Department of Public Works (DPW) requests Board of Finance and City Council approval for:

1. Creation of a Water Resources Utility Inspector, Regular, Full-time, Non-Exempt, AFSCME, Grade 19, role in the Department of Public Works.
2. Creation of a Stormwater Field Specialist, Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Department of Public Works.

Additional details are provided below in the background.

Funds for the creation of these positions were included as part of the approved FY24 budget.

BACKGROUND

Addition of these positions to the Water Resources Operations and Engineering workgroup was one of the recommendations of the Raftelis Staffing Recommendation Study completed in May 2023 (see <https://bit.ly/2023WRStaffing>) and presented to the City Council as part of the FY24 Budget Approval process (<https://bit.ly/WRFY24BudgetPres>).

Notably, both of these positions will also increase Water Resources capacity for obtaining delegated authority from the State for water, wastewater and stormwater permitting, with the intention of eventually eliminating the need for developers to obtain both State and local review for their projects.

AFSCME reviewed and approved both of these position descriptions.

Creation of Water Resources Utility Inspector position

The Raftelis staffing report identified the need for a position which would be responsible for the protection of the Water Resources utility's infrastructure from developers and other construction activities. This includes reviewing plans and coordinating construction activities that may affect Water Resources infrastructure as well as inspecting any infrastructure, particularly water service lines, that may tie into the utility's system. Its closest

corollary is the City Right of Way Inspector which ensures the protection of the City's pavement system from similar development or construction activities.

In addition to ensuring that all installations of water resources infrastructure are compliant with City and technical standards (key to public health in the world of drinking water), this position will also play a key field based role in continuing to update and maintain the Water Resources GIS mapping data. Up until the 1980s the Water Resources utilities had a position dedicated to maintaining and updating system maps but this important function was not maintained during the years of austerity that followed. This critical system inventory function was only re-established in 2016, and updating the maps and other data (size, material etc.) after decades of lack of record keeping continues to be a significant challenge.

The grading committee determined that, based on Willis classification scoring, the grade of the position should be AFSCME, Grade 19.

Creation of Stormwater Field Specialist position

As noted in the Raftelis staffing report, among many other reasons, this position is needed to address regulatory needs including compliance of private projects with the Burlington Chapter 26 Erosion Prevention and Stormwater Management ordinance, compliance with State illicit discharge detection and elimination requirements, and perhaps most significantly, to oversee and ensure the proper operation and maintenance of the City's growing number of public and private green infrastructure stormwater installations.

The grading committee determined that, based on Willis classification scoring, the grade of the position should be AFSCME, Grade 18.

Please see the proposed organizational chart for these proposed changes.

Additional Raftelis Staffing Report positions

The Raftelis staffing report also identified two additional positions, the creation of an additional Wastewater Operator position to address labor-yield challenges within the Main Wastewater Treatment Plant workgroup and the creation of a Water Resources Project Manager position to add additional project delivery capacity to the Water Resources Technical Team. These were also included in the FY24 approved Wastewater and Water budgets and WRD anticipates bringing these forward for approval in the early part of 2024.

BUDGET IMPACT

The City's Human Resources Department has reviewed the position descriptions, and determined the recommended pay scale for these positions as:

Position	Grade	Salary Impact
Water Resources Utility Inspector	AFSCME, Grade 19	\$73,809 – 82,342 ¹
Stormwater Field Specialist	AFSCME, Grade 18	\$68,136 – 75,989

Notes

1) Unless otherwise noted, salary shown is Step 1-7 within the grade.

Funds for the creation of these positions (including benefits) were included as part of the approved FY24 Water and Stormwater budgets. (<https://bit.ly/WRFY24BudgetPres>)

Motions

Board of Finance Motion:

To recommend that City Council approve the:

1. Creation of Water Resources Utility Inspector, Regular, Full-time, Non-Exempt, AFSCME, Grade 19, role in the Department of Public Works.
2. Creation of Stormwater Field Specialist, Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Department of Public Works.

City Council Motion:

To approve the:

1. Creation of Water Resources Utility Inspector, Regular, Full-time, Non-Exempt, AFSCME, Grade 19, role in the Department of Public Works.
2. Creation of Stormwater Field Specialist, Regular, Full-time, Non-Exempt, AFSCME, Grade 18, role in the Department of Public Works.

Attachments:

- A. Job Descriptions
- B. Organizational Chart

Water Resources Utility Inspector
Page 1 of 4

City of Burlington Job Description

Position Title: Water Resources Utility Inspector

Department: Department of Public Works

Reports to: Water Resources Engineering Manager

Pay Grade: 19

Job Code: Pending assignment

Exempt/Non-Exempt: Non-Exempt Due to BU Status

Union: AFSCME

General Purpose: This position is responsible for 1) ensuring that all construction involving connections to the City Water, Wastewater and Stormwater systems are compliant with the rules and requirements established within Chapter 26 Wastewater, Stormwater, and Pollution Control and Chapter 31 Water of the Burlington Code of Ordinances and applicable State and Federal regulations and engineering standards necessary for the protection of public health 2) for protecting existing Water, Wastewater and Stormwater infrastructure in the Right of Way (ROW) from encroachments by other infrastructure and are compliant with separation distances and utility crossing standards and 3) collaborating with the Water Resources GIS and Field Specialist to update and maintain the GIS based water resources infrastructure asset inventory data. Work for this position includes reviewing construction plans, inspecting construction activities and working in a GIS based environment to track changes to Water Resources infrastructure.

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.)

- Review and administer comments for projects that connect to or may encroach upon water resources infrastructure, including but not limited to:
 - Private development projects
 - Public development projects administered by other city departments
 - Projects being completed by any entity in the Right of Way (ROW)
- Performs construction inspection of public and private water, wastewater, and stormwater horizontal infrastructure work to ensure compliance with contract plans, specifications, applicable codes and technical standards, and monitors compliance with erosion prevention and sediment control plans, traffic control plans and OSHA safety requirements.
- Collaborates with the DPW Right of Way Excavation inspector to ensure that all work in the ROW is reviewed for compliance with Water Resources requirements.
- Tracks water resources related construction work in a manner to ensure internal coordination of water resources projects with regard to customer impacts, including but not limited to water service disruption and traffic impacts. Works with the DPW Right of

Way Inspector and the Public Information Manager to manage and communicate potential conflicts with external projects.

- Provide resident engineering support to water resources capital and maintenance construction projects as needed. Coordinates with externally contracted resident engineers where applicable.
- Maintains records of infrastructure projects, including necessary engineering testing and quality assurance/quality control measures (e.g. pressure, disinfection, compaction, cured in place pipe post construction review) for water resources related projects and tracks warranty periods for horizontal assets as applicable
- Enter project information into the City's database records system to issue and generate the requisite compliance steps for development projects.
- Confirms that projects in the City have obtained all relevant Water Resources review and approvals prior to commencement of construction.
- Issue notices of ordinance violation.
- Monitor backfilling operations; ensure proper material and compaction methods are used to fill utility trenches.
- Coordinate with other City Staff who have an interest in compliance with Burlington's codes and standards, including but not limited to:
 - Water Resources Asset Manager, Engineering, Distribution and Metering Staff
 - Stormwater Program Manager
 - DPW Technical Services
 - Excavation Inspector
 - Plumbing Inspector
- Coordinate with other City staff as needed regarding the process of completing project reviews in Burlington's database system.
- Participate in project review meetings that impact or have a potential to impact water resources infrastructure.
- Works with Water Resources GIS and Field Specialist to update and maintain the Water Resources asset inventory; ensures changes to or creation of new water resources assets are captured via as-builts or GPS data collection as appropriate for the project; documents work as appropriate in the City's Computerized Maintenance Management System (CMMS).
- Develop and maintain instructional materials for the public regarding the City's water resources project review process.
- Annual review of City Ordinances under Chapter 26 and 31, and other relevant or related chapters; prepare written proposals for City Council consideration.
- Coordinate work flows across various city departments as needed.
- Provide management and technical oversight to seasonal staff within workgroup.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Associates Degree in Engineering or construction management required; a Bachelor's Degree in a closely related field may be considered. Additional qualified and related

experience may be substituted for a degree requirement on a two-for-one year basis.

- Minimum three (3) years of experience in underground construction, engineering, surveying, permitting or similar field required. Minimum experience may not be counted toward degree requirement substitution.
- Possession of a Class D Water License preferred; ability to obtain a Class D license required.
- Strong experience with Outlook, PDF programs, and web-based interfaces and ability to use other Microsoft (word, excel) and ArcGIS products required.
- Coursework or experience with ArcGIS products preferred.
- Experience with contracts and agreements preferred.
- Experience with cured in place pipe (CIPP) projects preferred.
- Experience with permitting and regulatory compliance preferred.
- Ability to work independently, efficiently, effectively, to properly document and make use of the City's database systems to properly record and cross-reference project information.
- Demonstrated knowledge of a solid understanding of proper construction techniques and practices applied within the civil engineering discipline.
- Demonstrated good judgment in interpreting and applying the specified rules and standards.
- Ability to interact with the public in a way that commands respect
- Demonstrated sound organizational skills to properly document work activities.
- Demonstrated knowledge of civil engineering techniques and mathematics.
- Ability to read blueprints and drafting specifications.
- Ability to establish and maintain effective communications and working relationships with contractors, utilities representatives, City staff and general public.
- Ability to communicate professionally and diplomatically with contractors, the public and City staff regarding the various projects under development and construction.
- Demonstrated organizational skills required to maintain up-to-date overviews of work in progress and to ensure the implantation of program details.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

x	seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 60 pounds)
x	hearing/listening	x	carrying (specify 60 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger		
	reading – basic	x	pushing/pulling
x	reading – complex		shift work
	math skills – basic		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	x	fumes/odors
x	inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others		mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:Directly Supervises: 0 Indirectly Supervises: 0 **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: _____

City of Burlington Job Description

Position Title: Stormwater Field Specialist

Department: Department of Public Works

Reports to: Stormwater Program Manager

Pay Grade: 18

Job Code: TBD

Exempt/Non-Exempt: Non-Exempt due to BU status

Union: AFSCME

General Purpose: This position is responsible for providing field-based support to the City's Stormwater Program including: inspection and maintenance of stormwater and wet-weather related assets, leading the Illicit Discharge Detection and Elimination program and assisting with compliance and enforcement of City stormwater related ordinances. Works closely with the Stormwater Program Manager, the Water Resources Infrastructure Asset Manager, and the Water Resources GIS & Field Specialist to support Stormwater Program technical needs.

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 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.)

- Conducts compliance and enforcement activities related to the Chapter 26 City Ordinance under the supervision of the Stormwater Program Manager, including but not limited to:
 - Review of erosion prevention and sediment control (EPSC) and post-construction stormwater management plans
 - Pre-storm, storm, and post-storm EPSC inspections and compliance tracking
 - Inspections and compliance tracking of post-construction stormwater management practices
- Assists with the day to day GIS based asset management framework for stormwater infrastructure in consultation with the Infrastructure Asset Manager and the Water Resources GIS & Field Specialist. This includes, but is not limited to,
 - Mapping of new features, inventory and attribute updates to existing features
 - Inspection and condition assessment of Stormwater/wet weather assets (e.g. stormwater treatment systems, pipes, manholes, catch basins, outfalls, etc.)
 - Impervious surface database maintenance
 - Creating maps and other visual tools
- Implements the on-going sewer assessment program for separate storm sewer pipe and responds on an as needed basis to filming needs related to combined sewer overflow/surcharge events, under the guidance of the Infrastructure Asset Manager.
 - Coordinate pre-cleaning (as needed) with internal/external forces
 - Plan and conduct CCTV videoing, review videos and scores pipe condition using risk-based assessment methods (Pipeline Assessment Certification Program)

(PACP) or equivalent) or works with internal or external forces or to do the same.

- Coordinates maintenance of stormwater and wet-weather infrastructure with internal and external forces and ensures documentation of activities using workorders in the City's Computerized Maintenance Management System (CMMS)
- Lead the Illicit Discharge Detection and Elimination (IDDE) effort under the direction of the Stormwater Program Manager
 - Develop a framework for the identification and elimination of potential illicit non-stormwater discharges to surface waterbodies.
 - Expand and improve upon investigative methods for discovering illicit connections.
 - With the assistance of the Stormwater Program Manager create a Standard Operating Procedure for the City to continue the IDDE program into the future.
 - Oversees contractors performing IDDE services
- Support Stormwater Program Manager and the Water Resources Policy and Program Advisor in the implementation of non-structural stormwater management programs such as Adopt-a-Drain, downspout disconnection and residential stormwater management including the Residential Stormwater Incentive BlueBTV effort.
- Provide initial reconnaissance response to customer service requests related to stormwater management, drainage issues or other water resources related issues; manage requests from the asset management platform as appropriate and coordinates with appropriate water resource personnel.
- Conducts other field work related to stormwater/wet-weather projects and programs, including but not limited to:
 - Site data collection, such as surveying and soil borings
 - Water quality sampling of surface water and wastewater
 - Documentation of combined sewer manhole surcharge conditions
- Maintains performance metrics related to the position's job functions.
- Develop public outreach material in collaboration with the Water Policy and Programs Advisor.
- Prepare technical memos to document findings of various activities listed above.
- Maintain accurate records and files.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree in Environmental Science, Engineering, or other water quality related field and minimum one (1) year of experience in stormwater management, engineering or related fields or any equivalent combination of the education and experience which provides the requisite knowledge, skills and abilities for the position.
- Coursework or experience with ArcGIS preferred.
- Demonstrated knowledge and experience with compliance and enforcement of environmental regulations preferred.
- Experience with Enterprise Asset Management software preferred.
- Experience with risk-based asset management preferred.

- Demonstrated knowledge of water testing and analysis methods, preferred.
- Experience with utilities/roadway infrastructure in the public or private sector is preferred.
- Demonstrated ability to effectively use computer equipment and related software including, but not limited to, competent in use of Microsoft Office Suite (Excel, Word, Powerpoint) and GIS (ArcGIS).
- Ability to interact with the public.
- Ability to read site plans and maps.
- Ability to occasionally work beyond normal hours, at night or weekends and to travel to various seminars and conferences for the benefit of the Department.
- Ability to exercise independent judgment within the limits of the position.
- Ability to communicate professionally and diplomatically with contractors and the public regarding the various projects under development and construction.
- Ability to handle various projects at the same time, work effectively under pressure and keep schedule on track.
- Ability to establish and maintain good relations with co-workers.
- Ability to obtain and maintain a valid State Driver's license required.
- Ability to receive constructive criticism and react appropriately.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

x	Seeing	x	ability to move distances within warehouses and offices
x	color perception (red, green, amber)	x	lifting (specify 60 pounds)
x	hearing/listening	x	carrying (specify 60 pounds)
x	clear speech	x	climbing
x	touching	x	driving
x	dexterity x hand x finger	x	towing a trailer
	reading – basic	x	pushing/pulling
x	reading – complex		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	x	fumes/odors
x	Inside	x	dirt/dust
x	outside	x	hazardous materials
x	works alone	x	electrical equipment
x	works with others	x	mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: 0

Indirectly Supervises: 0

Disclaimer:

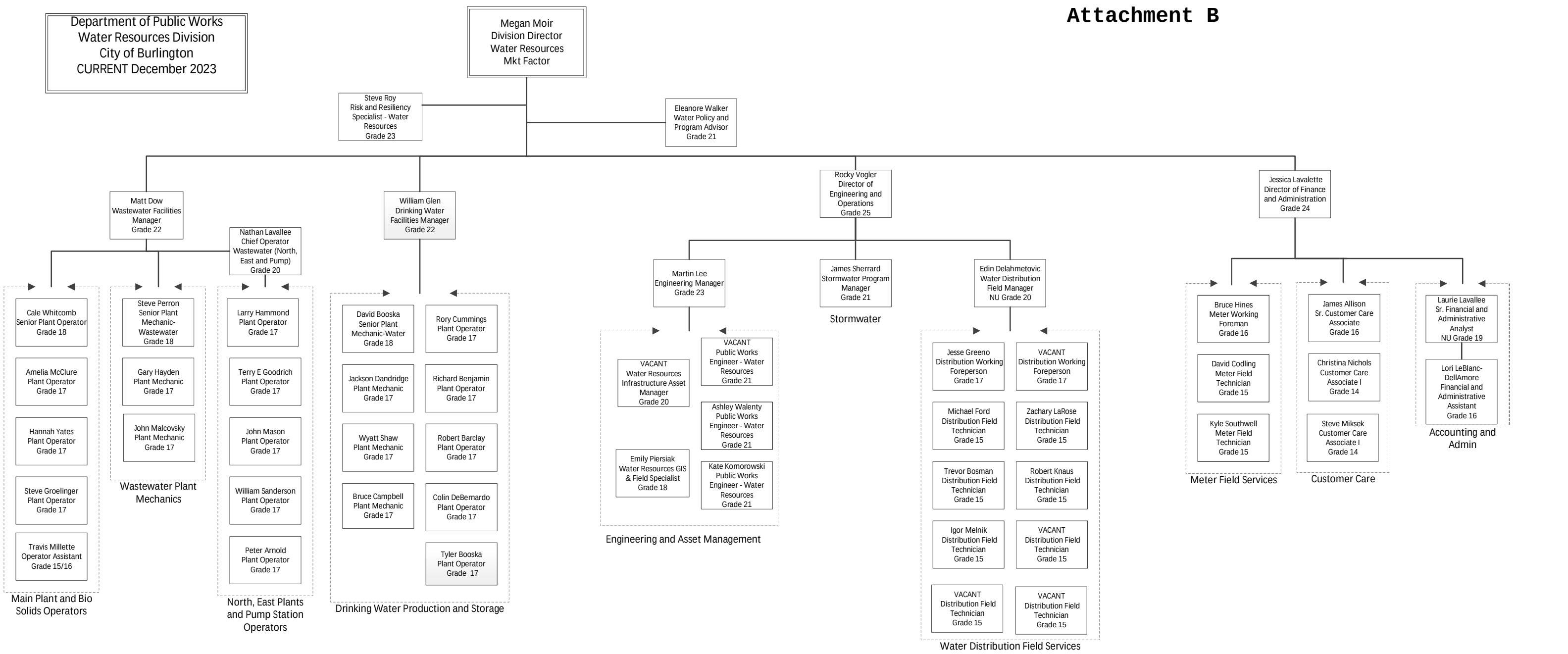
The above statements are intended to describe the general nature and level of work being performed by employees to this classification. They are not intended to be construed as an exhaustive list of all responsibilities, duties and/or skills required of all personnel so classified.

Approvals:

Department Head: _____ Date: _____

Human Resources: _____ Date: _____

Created November 2023



Department of Public Works
Water Resources Division
City of Burlington
PROPOSED December 2023

Megan Moir
Division Director
Water Resources
Mkt Factor

Steve Roy
Risk and Resiliency
Specialist - Water
Resources
Grade 23

Eleanore Walker
Water Policy and
Program Advisor
Grade 21

Matt Dow
Wastewater Facilities
Manager
Grade 22

Nathan Lavallee
Chief Operator
Wastewater (North,
East and Pump)
Grade 20

William Glen
Drinking Water
Facilities Manager
Grade 22

Rocky Vogler
Director of
Engineering and
Operations
Grade 25

Jessica Lavalette
Director of Finance
and Administration
Grade 24

Cale Whitcomb
Senior Plant Operator
Grade 18

Amelia McClure
Plant Operator
Grade 17

Hannah Yates
Plant Operator
Grade 17

Steve Groelinger
Plant Operator
Grade 17

Travis Millette
Operator Assistant
Grade 15/16

Steve Perron
Senior Plant
Mechanic-
Wastewater
Grade 18

Gary Hayden
Plant Mechanic
Grade 17

John Malcovsky
Plant Mechanic
Grade 17

Larry Hammond
Plant Operator
Grade 17

Terry E Goodrich
Plant Operator
Grade 17

John Mason
Plant Operator
Grade 17

William Sanderson
Plant Operator
Grade 17

Peter Arnold
Plant Operator
Grade 17

David Booska
Senior Plant
Mechanic-Water
Grade 18

Jackson Dandridge
Plant Mechanic
Grade 17

Wyatt Shaw
Plant Mechanic
Grade 17

Bruce Campbell
Plant Mechanic
Grade 17

Rory Cummings
Plant Operator
Grade 17

Richard Benjamin
Plant Operator
Grade 17

Robert Barclay
Plant Operator
Grade 17

Colin DeBernardo
Plant Operator
Grade 17

Tyler Booska
Plant Operator
Grade 17

Martin Lee
Engineering Manager
Grade 23

VACANT
Water Resources
Infrastructure Asset
Manager
Grade 20

Emily Piersiak
Water Resources GIS
& Field Specialist
Grade 18

Utilities Inspector/
Coordinator
Grade 19

VACANT
Public Works
Engineer - Water
Resources
Grade 21

Ashley Walenty
Public Works
Engineer - Water
Resources
Grade 21

Kate Komorowski
Public Works
Engineer - Water
Resources
Grade 21

James Sherrard
Stormwater Program
Manager
Grade 21

Stormwater Field
Specialist
Grade 18

Stormwater

Edin Delahmetovic
Water Distribution
Field Manager
NU Grade 20

Jesse Greeno
Distribution Working
Foreperson
Grade 17

Michael Ford
Distribution Field
Technician
Grade 15

Trevor Bosman
Distribution Field
Technician
Grade 15

Igor Melnik
Distribution Field
Technician
Grade 15

VACANT
Distribution Field
Technician
Grade 15

VACANT
Distribution Working
Foreperson
Grade 17

Zachary LaRose
Distribution Field
Technician
Grade 15

Robert Knaus
Distribution Field
Technician
Grade 15

VACANT
Distribution Field
Technician
Grade 15

VACANT
Distribution Field
Technician
Grade 15

Bruce Hines
Meter Working
Foreman
Grade 16

David Codling
Meter Field
Technician
Grade 15

Kyle Southwell
Meter Field
Technician
Grade 15

James Allison
Sr. Customer Care
Associate
Grade 16

Christina Nichols
Customer Care
Associate I
Grade 14

Steve Miksek
Customer Care
Associate I
Grade 14

Laurie Lavallee
Sr. Financial and
Administrative
Analyst
NU Grade 19

Lori LeBlanc-
DellAmore
Financial and
Administrative
Assistant
Grade 16

Accounting and
Admin

Main Plant and Bio
Solids Operators

Wastewater Plant
Mechanics

North, East Plants
and Pump Station
Operators

Drinking Water Production and Storage

Engineering and Asset Management

Water Distribution Field Services

Meter Field Services

Customer Care

Accounting and
Admin

Board of Finance and City Council Submission Checklist

Department: DPW Water Resources Division Submitter: Megan Moir/Tony Berry

Title/Subject: Creation of Water Resources Utility Inspector and SW Field Specialist positions

	Approval:	Meeting Date:
☐		
☐		Click or tap to enter a date.
☒	Concurrent	12/18/2023

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	12/12/2023	Chapin Spencer
Mayor's Office informed and approved memo	Yes	12/13/2023	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	12/13/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	12/13/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	12/12/2023	Tony Berry
CIO, if an IT-related investment/purchase	Choose an item.	Click or tap to enter a date.	Click or tap here to enter text.

Materials Included

	Included?	Note
Final Memo Attached?	Yes	Click or tap here to enter text.
Contract Attached, if applicable?	N/A	
Additional Materials, if necessary	Yes	Org charts and job descriptions
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
7000

Voice (802) 865-

Fax (802) 865-7014
Deaf/Hard of Hearing 711

To: Board of Finance
City Council

From: Katherine Schad, CAO
Timothy Clancy, Human Resources Manager

Date: December 18, 2023

Subject: Reclassification of one (1) Clerk/Treasurer position

Executive Summary

We propose the reclassification and retitling of one (1) position in the Clerk/Treasurer office as summarized below:

- Reclassification of Cash & Banking Accountant, a Regular, Full-time, Non-exempt, AFSCME, Grade 16, position to Senior Accountant, a regular, Full-time, Exempt, Non-union, Grade 18, position in the Clerk/Treasurer's Office.

Background for Reclassification and Retitling

This position provides senior level accounting services, in support of the City's central accounting function. Specifically, this position provides accounting services and ensures the integrity of accounting information by reviewing, recording and verifying general ledger account activity for all City Departments, except Burlington Electric Department & the School district. The position focuses on cash management and requires independent judgement and initiative required in planning, developing, training and implementing system changes needed to analyze data and provide accurate reporting

This is a continuation of the strategic restructuring of the C/T office to create more efficiencies and adapt to the changing needs of the departments the office supports. This change will better position the department to give more direct support to departments. Our goals are to make sure staff are still supported and developed in their day-to-day work, and all departments' needs are met promptly. This change also allows for internal equity as there are two other senior accountants within the CT department and with this change, all three positions will be at the same grade. AFSCME has been consulted and has signed off on this change.

Financial Impact

Position	Current Grade/Step	FY24 Salary	Proposed Grade/Step	FY23 Reclassified Salary	Increase
Cash & Banking Accountant> Senior Accountant	16-7	\$67,179.43	18-4	\$71,774.47	\$4,595.04

This increase can be absorbed within the CT personnel budget due to greater than anticipated attrition.

Motions**Board of Finance Motion:**

To approve and recommend that the City Council approve the:

- Reclassification and Retitling of Cash & Banking Accounting, a Regular, Full-time, Non-exempt, AFSCME, Grade 16, position to Senior Accountant, a regular, Full-time, Exempt, Non-union, Grade 18, position in the Clerk/Treasurer's Office.

City Council Motion:

To approve the:

- Reclassification and Retitling of Cash & Banking Accounting, a Regular, Full-time, Non-exempt, AFSCME, Grade 16, position to Senior Accountant, a regular, Full-time, Exempt, Non-union, Grade 18, position in the Clerk/Treasurer's Office.

City of Burlington

Job Description

Position Title: Senior Accountant

Department: Clerk/Treasurer

Reports to: Assistant Director of Finance or Comptroller

Pay Grade: TBD

Job Code: TBD

Exempt/Non-Exempt: TBD

Union: TBD

Remote Work Rating: Tier 3

General Purpose: This position provides senior level accounting services in support of the City's central accounting function. The position requires advanced knowledge of accounting and Generally Accepted Accounting Principles (GAAP). This position ensures the integrity of accounting information by reviewing, recording and verifying general ledger account activity for all City Departments, except for the Burlington Electric Department (BED) & School. Responsible for senior level reconciliation of complex accounts and review of activity proposed by junior staff. Monitor and evaluate general ledger accounts for accuracy monthly. The position will assist in the development of strategies to improve performance & reporting. Position may also provide accounting services to several other major City Departments, including Enterprise Funds and Special Revenue Funds. This position is distinguished from other financial positions by the level of independent judgment and initiative required in planning, developing, training and implementing system changes that is needed to analyze data and provide accurate reporting.

In addition to the core purpose listed above, this position will also have a focus area either in banking & cash, capital projects, and/or grants management – as discussed with Employee's supervisor.

- **Essential Job Functions:** Perform and/or oversee accounting duties such as the preparation of journal entries, bank statement reconciliation, and general ledger account reconciliation.
- Responsible for reconciliation of the City's more complex bank statements and General Ledger activity.
- Analyze financial information and prepare documentation and reports associated with reconciliations, departmental budgets and other data as needed.
- Leads staff on the monitoring and reconciliation of the City's balance sheet and income statement accounts.
- Reconcile sub-ledgers to appropriate general ledger accounts. Ensure accurate entry, identify variances and work with City staff to process corrections as needed.
- Trains appropriate staff in Clerk/Treasurer's Department and other City Departments on policies & procedures necessary to accurately provide information & documentation appropriate for ledger processing.
-
- Assists in the development and maintenance of appropriate accounting standards and procedures in accordance with Generally Accepted Accounting Principles (GAAP) and

other regulatory guidelines and requirements.

- Prepares, verifies and processes various journal entries, budget amendments and allocations. Ensure accurate coding and adequate documentation.
- Assists with audit and year-end preparation including deferred revenues, generating and processing entries, tracking various funds and entry types, gathering documentation and working with various City staff to reconcile account variances.
- Develops, design, and provides financial and budget related information and tools, including budgetary reviews, prepare budget vs. actual statements and reports as needed.
- Works with Departments that have external software that interfaces and provides financial data to the City for entry in General Ledger. Ensure departments are compliant and providing accurate financial records before interfacing with General Ledger.
- Provides assistance to Departments by providing financial information analysis & reporting.
- Assists in the preparation of the City's budget.
- Performs or oversees the development and reporting of the City's cost allocation plan(s).

As Assigned:

- Prepares, review and execute ACH, EFT and Wire transfers for City departments, Special Revenue Funds and Enterprise Funds as needed.
- Assists the ADF with preparation of cash flows and cash management.
- Responsible for maintaining, updating and reporting on the City's bonds and debt schedules. Verify amortization schedules to accurately generate and process payments due in a timely fashion. Follow up with appropriate City personnel to ensure timely payment of debt and reimbursement to the City's pooled cash fund.
- Responsible for developing and maintenance of grants tracking software to ensure all grants are captured, accurately classified and links in place to produce annual Schedule of Expenditures of Federal Awards (SEFA).
- Responsible for developing and maintenance of project tracking software to ensure all capital projects are captured, accurately classified and links in place to produce reporting for annual and year-to-date data.
- Review and ensure requests for budget amendments, use of fund balance and other balance forward entries are accurate and follow Board of Finance and City Council authorization.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Accounting Business Administration, or related field and with three (3) years of relevant accounting and banking experience required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.
- Prior municipal experience and bond experience are preferred.
- Required three (3) years of more complex reconciliations.
- Knowledge of business concepts, best practices as they relate to departmental activities.

- Proven technical expertise working with multiple software applications to generate, format and import data from various sources.
- Proven technical expertise to generate, format and import data from various sources.
- Thorough knowledge of general accounting principles and practices required.
- Working knowledge of computerized accounting systems including the ability to operate spreadsheets, word-processing, and database software in a Windows based environment.
- Critical thinking and analytical skills required.
- Must be consistent and accurate.
- Initiative, creativity, and attention to detail required.
- Strong problem solving and organizational skills required.
- Ability to work well under pressure and appropriately deal with stress.
- Ability to meet schedules and deadlines while working with minimal supervision.
- Ability to work independently and in a team environment.
- Ability to communicate effectively both orally and in writing with City management and departmental staff.
- Ability to establish and maintain good relations with co-workers.
- Ability to listen to and appropriately react to a supervisor's constructive criticism and incorporate said criticism to improve performance.
- Flexibility, adaptability and commitment to constant improvement and innovation.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

These are the physical and mental/reasoning requirements of the position as it is typically performed. Inability to meet one or more of these physical or mental/reasoning requirements will not automatically disqualify a candidate or employee from the position. Upon request for a reasonable accommodation, the City may be able to adjust or excuse one or more of these requirements, depending on the requirement, the essential function to which it relates, and the proposed accommodation.

x	seeing	x	ability to move distances within warehouses and offices
	color perception (red, green, amber)	x	lifting (specify 20 pounds)
x	hearing/listening	x	carrying (specify 20 pounds)
x	clear speech		climbing
x	touching		driving
x	dexterity x hand x finger		ability to mount and dismount forklift
	reading – basic		pushing/pulling
x	reading – complex		shift work
	math skills – basic		moving objects

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

Supervision:

Directly Supervises: __0__

Indirectly Supervises: __0__

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 February 2016. Revised January 2019. Revised December 2021, Revised January 2023 with Remote Work Rating. Revised December 2023.

This position description is provided to AFSCME for information only. The City has no obligation to negotiate with AFSCME regarding changes in position descriptions. The City's provision of revised position descriptions is in no way an admission of any obligation to negotiate or voluntary commitment to negotiate changes in position descriptions.

City of Burlington Job Description

Position Title: ~~Cash and Banking Accountant~~ Senior Accountant

Department: Clerk/Treasurer

Reports to: ~~Assistant Director of Finance or Comptroller~~ Banking and Cash Operations Manager

Pay Grade: ~~46~~ TBD

Job Code: TBD

Exempt/Non-Exempt: ~~Non-Exempt~~ TBD

Union: ~~AFSCME~~ TBD

Remote Work Rating: Tier 3

General Purpose: This position provides senior level accounting services in support of the City's central accounting function. The position requires advanced knowledge of accounting and Generally Accepted Accounting Principles (GAAP). This position ensures the integrity of accounting information by reviewing, recording and verifying general ledger account activity for all City Departments, ~~excluding~~ except for the Burlington Electric Department (BED) & School Departments. Responsible for senior level reconciliation of complex accounts and review of activity proposed by junior subordinate staff. Monitor and evaluate gGeneral lLedger accounts for accuracy monthly, and report to Comptroller and other City Officials. The position will assist in the development of strategies to improve performance & reporting. Position may also provide accounting services to several other major City Departments, including Enterprise Funds and Special Revenue Funds. This position is distinguished from other financial positions by the level of independent judgment and initiative required in planning, developing, training and implementing system changes that is needed to analyze data and provide accurate reporting.

Provides senior level accounting services in support of the City's central accounting function and may provide accounting services to several other major City departments. This position also provides guidance, training, and oversight to front line staff on day to day operations including oversight of City staff as it relates to all receipts. In addition to the core purpose listed above, tThis position will also have a focus area either in banking & cash, capital projects, and/or grants management – as discussed with Employee's supervisor. is also responsible for the daily acknowledgment of banking activity and daily maintenance, monitoring and reporting of the City's cash position to management. This position is responsible for senior level reconciliation of complex accounts and bank statements, and other General Ledger accounts as assigned. Additionally, this position requires a high level of accuracy, organization and ability to prioritize are critical for this position, as it is responsible for ensuring the City's accounts are in good standing at all times.

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.)

- Perform and/or ~~supervises~~ oversee the accounting duties such as the preparation of journal entries, ~~and~~ bank statement reconciliation, ~~General and gGeneral lL~~ Ledger account reconciliation to junior staff.
- ~~Assist BCOM with preparation of cash flows and cash management.~~
- ~~Responsible for maintaining, updating and reporting on the City's bonds and debt schedules database. Verify amortization schedules to accurately generate and process payments due in a timely fashion. Follow up with appropriate City personnel to ensure timely payment of debt and reimbursement to the City's pooled cash fund.~~
- Responsible for reconciliation of the City's more complex bank statements and General Ledger activity including International Airport and City and Retirement Investments.
- Analyze financial information and prepare documentation and reports associated with reconciliations, departmental budgets and other data as needed.
- assigned bank statements, to include creating necessary journal entries to record bank fees, automatic payments, and insufficient funds returns etc. Leads staff on the monitoring and reconciliation of the City's balance sheet and income statement accounts. Ensure accurate posting & allocations through monthly reconciliation, assess risks and report to the Asst. Director of Finance (ADF) along with suggestions for improvement.
- Reconcile sub-ledgers to appropriate gGeneral lLedger accounts. Ensure accurate entry, identify variances and work with City staff to process corrections as needed.
- Trains appropriate ~~fiscal and clerical~~ staff in Finance Clerk/Treasurer's Department and other City Departments on policies & procedures necessary to accurately provide information & documentation appropriate for ledger processing.
- ~~Reconcile sub-ledgers to appropriate General Ledger accounts. Ensure accurate entry, identify variances and work with City staff to process corrections as needed. Assists the ADF BCOM with preparation of cash flows and cash management.~~
- Assists in the development and maintenance of appropriate accounting standards and procedures in accordance with Generally Accepted Accounting Principles (GAAP) and other regulatory guidelines and requirements.
- ~~Prepares, review and execute ACH, EFT and Wire transfers for City departments, Special Revenue Funds and Enterprise Funds as needed.~~
- Prepares, verifies and processes various journal entries, budget amendments and allocations. Ensure accurate coding and adequate documentation.
- ~~Assist with verifying and processing of various City receipts as needed (taxes, AR payments, general receipts).~~
- ~~Prepare, verify and process various journal entries, budget amendments and allocations. Ensure accurate coding and adequate documentation.~~
- Perform monitoring and reconciliation of the City's balance sheet and income statement accounts.
- Assists with audit and year-end preparation including deferred revenues, generating and processing entries, tracking various funds and entry types, gathering documentation and working with various City staff to reconcile account variances.
- Develops, design, and provides financial and budget related information and tools, including budgetary reviews, prepare budget vs. actual statements and reports as needed.

- ~~— Develop and maintain computerized spreadsheets and/or databases to assist with tracking, entry and reporting of financial data.~~
- Works with Departments that have external software that interfaces and provides financial data to the City for entry in General Ledger. Ensure departments are compliant and providing accurate financial records before interfacing with General Ledger.
- Provides assistance to Departments by providing financial information analysis & reporting.
- Assists in the preparation of the City's budget.
- Performs or oversees the development and reporting of the City's cost allocation plan(s).
- ~~• Receive and respond to requests for information from City staff in person, by phone, or in writing. Ensure that such requests receive timely response from appropriate sources.~~
- ~~• Prepare and produce various reports for management as needed.~~
- ~~• Work with staff and/or banks to resolve receipt issues including deposit variances, NSF checks or ACH's and unknown or missing deposits.~~
- ~~• Responsible for ensuring entry and accuracy of all City departments' receipts into financial software from third-party applications.~~
- ~~• Verify, approve and post daily front desk and General Fund departments' deposits and reconcile with bank activity as requested~~
- ~~• Create, update and maintain typed procedures for all assigned tasks.~~

As Assigned:

- Prepares, review and execute ACH, EFT and Wire transfers for City departments, Special Revenue Funds and Enterprise Funds as needed.
- Assists the ADF with preparation of cash flows and cash management.
- Responsible for maintaining, updating and reporting on the City's bonds and debt schedules. Verify amortization schedules to accurately generate and process payments due in a timely fashion. Follow up with appropriate City personnel to ensure timely payment of debt and reimbursement to the City's pooled cash fund.
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- Responsible for developing and maintenance of project tracking software to ensure all capital projects are captured, accurately classified and links in place to produce reporting for annual and year-to-date data.
- Review and ensure requests for budget amendments, use of fund balance and other balance forward entries are accurate and follow Board of Finance and City Council authorization.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's Degree in Accounting Business Administration, or related field and with three

(3) years of relevant accounting and banking experience required. Additional experience may be substituted for a degree requirement on a two-for-one year basis.

- Prior municipal experience and bond experience are preferred.
- Required three (3) years of more complex reconciliations.
- Knowledge of business concepts, best practices as they relate to departmental activities.
- Proven technical expertise working with multiple software applications to generate, format and import data from various sources.
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- Ability to work independently and in a team environment.
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- Ability to establish and maintain good relations with co-workers.
- Ability to listen to and appropriately react to a supervisor's constructive criticism and incorporate said criticism to improve performance.
- Flexibility, adaptability and commitment to constant improvement and innovation.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
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x	seeing	x	ability to move distances within warehouses and offices
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x	hearing/listening	x	carrying (specify 20 pounds)
x	clear speech		climbing

x	touching		driving
x	dexterity x hand x finger		ability to mount and dismount forklift
	reading – basic		pushing/pulling
x	reading – complex		shift work
	math skills – basic		moving objects
x	math skills – complex		pressurized equipment
	writing – basic		extreme heat
x	writing – complex		extreme cold
x	analysis/comprehension		high places
x	judgment/decision making		noise
x	clerical		fumes/odors
x	inside		dirt/dust
	outside		hazardous materials
x	works alone		electrical equipment
x	works with others		mechanical equipment
x	face-to-face contact		
x	verbal contact w/others		

Supervision:

Directly Supervises: __0__

Indirectly Supervises: __0__

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 February 2016. Revised January 2019. Revised December 2021, Revised January 2023 with Remote Work Rating.

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BCA

To: Board of Finance
City Council

From: Doreen Kraft, BCA Director
Kerin Durfee, Director of Human Resources
Orieta Glozheni, Human Resources Manager

Date: December 18, 2023

Subject: Reclassification of Two BCA Positions

Executive Summary

We propose reclassifying a position in the Burlington City Arts (BCA) Event and Festival Division as summarized below:

- Reclassification of the Assistant Director position, a Regular, Full-Time, Exempt, Grade 19 (step 15 incumbent) position, to a Regular Full-Time, Exempt Grade 22 (step 4 incumbent) position.
- Reclassification of the Festival and Event Director position, a Regular, Full-Time, Exempt Grade 18 (step 7 incumbent) position to a Regular, Full-Time, Exempt Grade 20 (step 1 incumbent) position.

No additional positions are being added as a result of this request. The increased responsibilities and skill sets for both positions addressed in this memo resulted in changes to the position descriptions that were determined to be significant, and the HR Department went through the process to regrade the new position descriptions using the Willis Classification Guide, resulting in a pay grade increase.

Background

Reclassification of the Assistant Director

This reclassification will address equity of similar positions classified across the city and compensate for the increased responsibilities added to the job description since the BCA Assistant Director position was last reclassified in May of 2008. At that time, the organization's annual budget was just over \$900,000 and a staff of 7 RFT positions. The level of responsibility for personnel, budget management, fundraising and grant management has more than tripled since then. Today, BCA's annual budget is just over \$3 million, with a staff of 20 RFT positions; of those, 4 report directly to the Assistant Director and 4 report indirectly. Additionally, the BCA Assistant Director position is the only Assistant Director position in the City that is currently graded below a 21.

Reclassification of the Festival and Event Director

The BCA Events division has grown exponentially since the position was last reclassified from Event Planner to a Director in 2019, as Highlight was piloted as a new BCA produced event. Since then, Events and Festivals in Burlington have grown in their number, professionalism and complexity, and have accelerated rapidly in the wake of the pandemic. Outdoor parks have become spaces for the public to gather safely and build a sense of community; events have played a major role in supporting economic recovery in our business districts throughout the year; new festivals and activities that underscore the City's commitment to racial justice and belonging have been added; community desire to activate public spaces with performances and presentations is increasing as City infrastructure has improved (City Hall Park, Contois Auditorium, Moran Frame). City Hall Park programming alone adds 120 performances to the downtown from May through September and the BTV Market went from a single weekend event in Contois to 5 consecutive weekends in the park during the critical holiday season. The Festival and Event Director position partners with event producing and public safety departments across the city to ensure that arts and non-arts events are safely produced for public attendance.

Financial Impact

	Current Grade/Step	FY24 Current Annual Salary	Proposed Grade/Step	FY24 Proposed Annual Salary	FY24 Impact, July 1, 2023
Festival and Event Director	18-7	75,685	20-1	79,737	4,052
Assistant Director	19-15	87,670	22-4	93,115	5,445
Net					9,497

Both positions are included in the FY23 as regular, full-time positions. Due to the number of months it has taken to address the changes in job descriptions and the fact that both positions are currently occupied by individuals fulfilling the duties outlined in the updated job descriptions, this request is to approve the grades retroactive to July 1, 2023. The net change will be funded by savings in our regular salary line from 3 month vacancy in one of our positions. In future fiscal years, BCA will budget for the annual cost of the position.

Motions

Board of Finance Motion:

To recommend that City Council approve the:

- Reclassification of the Assistant Director position, a Regular, Full-Time, Exempt, Grade 19, position to a Regular, Full-Time, Exempt, Grade 22 position in Burlington City Arts retroactive to July 1, 2023, and to further authorize retro pay in an amount to not exceed \$1,929.97; and,

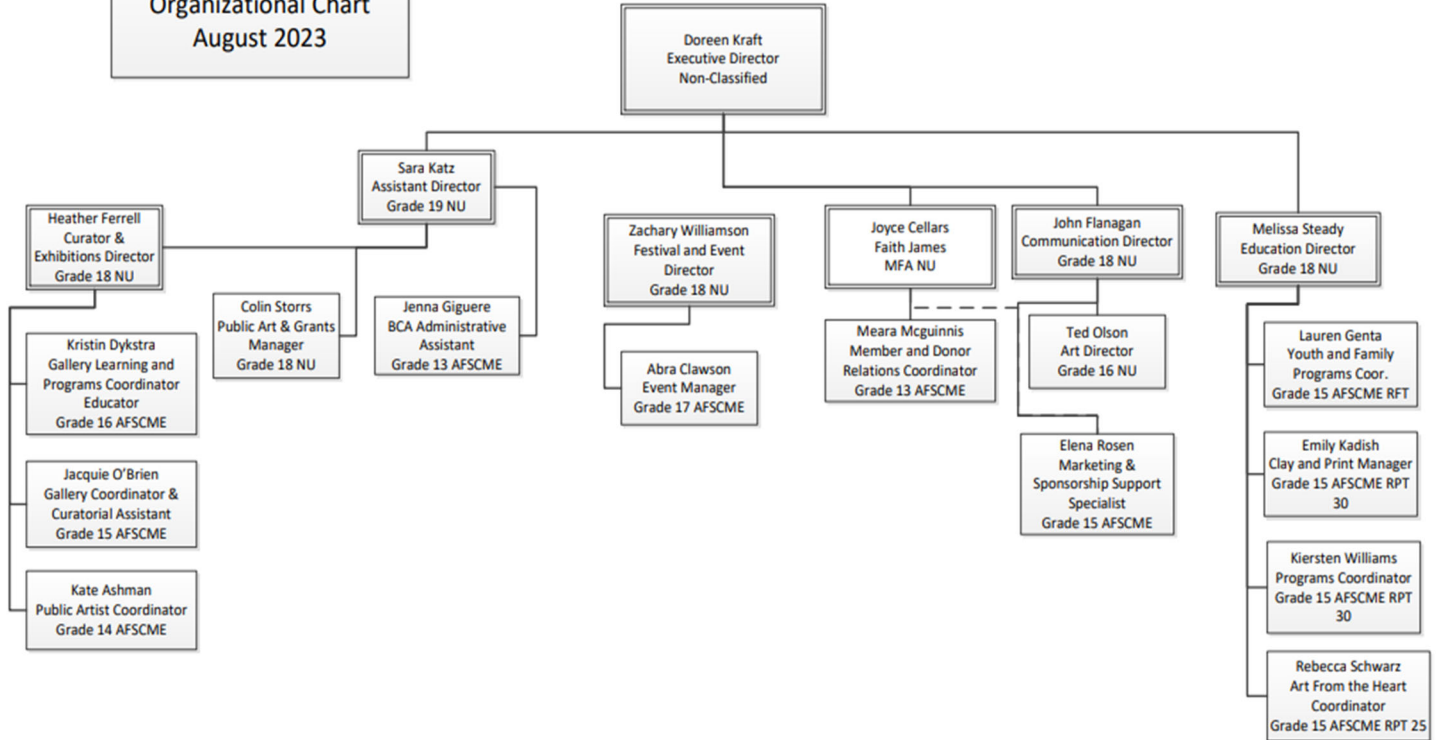
- Reclassification of the Festival and Event Director position, a Regular, Full-Time, Exempt, Grade 18 position to a Regular, Full-Time, Exempt, Grade 20 position in Burlington City Arts retroactive to July 1, 2023, and to further authorize retro pay in an amount not to exceed \$1,792.25.

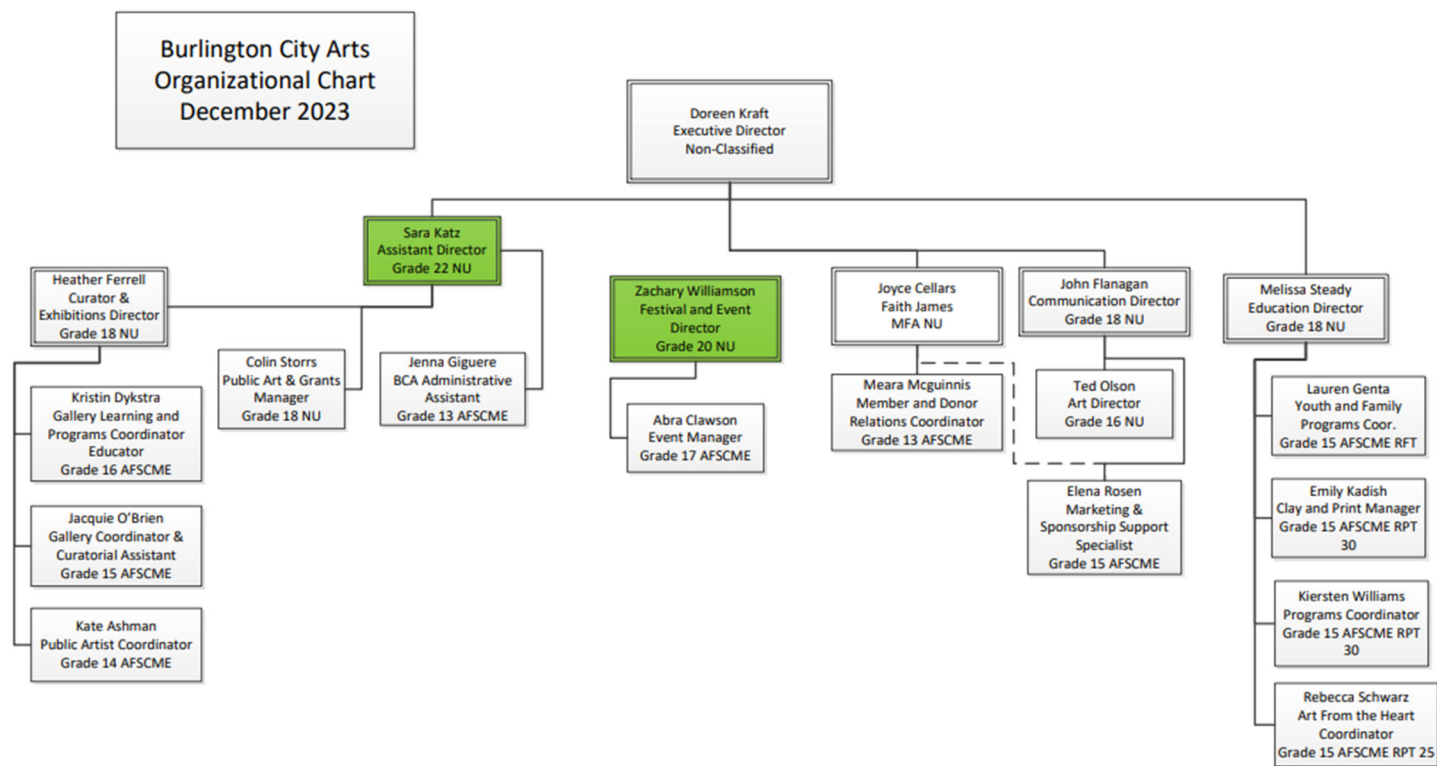
City Council Motion:

To approve the:

- Reclassification of the Assistant Director position, a Regular, Full-Time, Exempt, Grade 19, position to a Regular, Full-Time, Exempt, Grade 22 position in Burlington City Arts retroactive to July 1, 2023, and to further authorize retro pay in an amount to not exceed \$1,929.97; and,
- Reclassification of the Festival and Event Director position, a Regular, Full-Time, Exempt, Grade 18 position to a Regular, Full-Time, Exempt, Grade 20 position in Burlington City Arts retroactive to July 1, 2023, and to further authorize retro pay in an amount to not exceed \$1,792.25.

Burlington City Arts Organizational Chart August 2023





City of Burlington

Job Description

Position Title: Festival and Event Director

Department: Burlington City Arts (BCA)

Reports to: Assistant Director

Pay Grade: TBD

Job Code: 1263

Exempt/Non-Exempt: Exempt

Union: Non-union

General Purpose: The primary function of this position is to direct BCA's Festival and Event Division, including leading the artistic programming for BCA events and Festivals and supervising and managing the production and operations of city-wide events. The BCA Festival and Events Division produces events that support local performing artists, create a positive impact to Burlington's downtown district, and broaden BCA's commitment to equity and inclusion in the arts. This position performs professional work in the development, administration and evaluation of events as well as on-the ground training and operational supervision of events.

Essential Job Functions:

Direct BCA's Festival and Event Division in all aspects of event and festival production, including programming, budgeting, staffing and operations.

- Produce two annual BCA Festivals, over 100 events in City Hall Park, outdoor markets and other events as required
- Propose annual division budget and manage finances of the division, including approval of expenditures, negotiating contracts with vendors and seeking appropriate approvals, and seeking and securing revenue opportunities
- Direct a staff of 1 RFT and recruit and train 20 annual seasonal event coordinators and interns on professional event operations, audio, video and lighting.
- Develop artistic content and hire artists for all BCA events and festivals and other city events as needed that support a diverse range of performing artists and supports the city's community and economic development efforts
- Develop programming that creates sponsor interest and maintain sponsor relationships. Participate in sponsorship meetings and present programming concepts and sponsor opportunities.
- Collaborate with BCA Communications, Development and Administration divisions to develop promotional and sponsorship collateral.
- Evaluate the effectiveness of BCA Festivals and Events against benchmarks and departmental priorities and adjust delivery of programs in response to results as necessary.

Direct and Support operational production of BCA and City-wide initiatives

- Provide technical direction, production support and staff training for all events, festivals and markets in the City in collaboration with host departments, including but not limited to electrical feeds, sound amplification, video and lighting requirements, patron and staff safety and security, hospitality and appropriate permitting.
- Follow daily weather patterns, forecasts and radar on outdoor event days and make weather decisions for safety as appropriate.

Supervise the use of BCA and City spaces and maintain BCA and City assets

- Supervise the community use of City Spaces including Contois Auditorium, City Hall Park and the BCA Center, and coordinate on long-term planning for events in the City of Burlington in collaboration with BCA and other City Departments. As needed, coordinate with the Clerk and Treasurers office, Parks and Recreation and private security firms.

- Maintain Contois Auditorium's technical equipment, including support of City meetings and City Council meetings. Manage technical system upgrades and oversee installation and training. Coordinate with outside streaming services, such as Community Access TV.
- Maintain and develop BCA's event equipment inventory, including professional audio, lighting, projection and electrical systems, as well as tents, tables, chairs, tools and other event equipment. Keep up to date inventories and plan upgrades and maintenance.
- Supervise BCA's storage space at 339 Pine Street and other locations.
- Support the management, safety, maintenance and operations of the BCA Center, in coordination with the Assistant Director, other BCA Center staff and City staff. Work with Central Facilities, the Fire Marshall's office and maintenance teams.
- Supervise the programming of the City Hall Park splash pad and Moran Frame lighting systems. Coordinate event infrastructure within City designed projects for public spaces.
- Supervise the communication with rental clients, the booking of space and develop agreements for use including fees charged, subsidized use, and BCA promotion.
- Supervise after-hours facility access. Be on-call as needed during events.

Other duties

- Participate in BCA strategic and equity planning and work with other senior staff on organizational goals.
- Develop, enhance and maintain working relationships with outside organizations, non-profits, businesses and artists inside and outside of Burlington.
- Seek professional development opportunities for BCA event staff, including safety and emergency preparedness training, as well as production training.
- Prepare and submit reports to Assistant Director and Director.

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree and four (4) years of experience in festival and special event planning and management or related fields. Experience in not for profit or municipal event planning preferred. Additional experience may be substituted for a degree requirement on a two-for-one per year basis.
- Knowledge of current-day principles and practices of festival and event programming, production, and program administration.
- Experience with and knowledge of professional sound systems (including digital consoles, networked audio systems and Audinate's Dante protocol), lighting systems (including LED and wireless DMX), projection systems and event power (including high amperage temporary power systems). Maintain a knowledge of industry trends and technology.
- Programming experience, including local, state, national and international artist research and booking experience.
- Ability to direct and train full time, part time, temporary, intern and volunteer staff.
- Knowledge of promotion and marketing concepts.
- Ability to speak in front of large groups of people from a stage and in TV appearances.
- Experience with sponsor development and recruitment
- Highly developed organizational skills required to manage simultaneous event executions.
- Ability to recruit and coordinate vendors and volunteers.
- Ability to work independently and set own tasks.
- Ability to communicate effectively orally and in writing and knowledge of contractual writing.
- Ability to develop and adapt a schedule of events to meet the needs of a diverse population.
- Knowledge of budgetary and reconciliation procedures.
- Must be able to operate standardized office equipment.
- Ability to establish and maintain effective working relationships with City staff and the general public.
- Ability to use and master database and other systems that support administrative and programming needs
- Ability to create and interpret site plans for event purposes.

- Knowledge of municipal and state permits required for events in public spaces.
- Ability to maintain a valid driver's license.
- Ability to work in all weather conditions and in challenging environments.
- Ability to work evenings weekends and holidays.
- Ability to coordinate the planning scheduling, implementation, promotion and staging of special events concerts and festivals.
- Ability to actively support City diversity, equity, and cultural competency efforts within stated job responsibilities and work effectively across diverse cultures and constituencies.
- Demonstrated commitment to diversity, equity and inclusion as evidenced by ongoing trainings and professional development.
- Regular attendance is necessary and is essential to meeting the expectations of the job functions.
- Ability to understand and comply with City standards, safety rules and personnel policies.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☒ ability to move distances within warehouses and offices
☒ color perception (red, green, amber)	☒ lifting (specify ☒ 75_ pounds)
☒ hearing/listening	☒ carrying (specify ☒ 75_ pounds)
☒ clear speech	☒ climbing
☒ touching	☒ driving
☒ dexterity __ hand __ finger	☐ ability to mount and dismount forklift
☐ reading – basic	☒ pushing/pulling
☒ reading – complex	☒ shift work
☐ math skills – basic	☒ moving objects
☒ math skills – complex	☐ pressurized equipment
☐ writing – basic	☒ extreme heat
☒ writing – complex	☒ extreme cold
☒ analysis/comprehension	☐ high places
☒ judgment/decision making	☒ noise
☒ clerical	☒ fumes/odors
☒ inside	☒ dirt/dust
☒ outside	☐ hazardous materials
☒ works alone	☒ electrical equipment
☒ works with others	☒ mechanical equipment
☒ face-to-face contact	
☒ verbal contact w/others	

Supervision:

Directly Supervises: ☐1-10__

Indirectly Supervises: ☐20+__

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: _____

Updated April 2019; 2021; updated August 2023;

City of Burlington Job Description

Position Title: Festival and Event Director

Department: Burlington City Arts (BCA)

Reports to: Assistant Director

Pay Grade: ~~4~~TBD

Job Code: 1263

Exempt/Non-Exempt: Non-Exempt

Union: Non-union

General Purpose: The primary function of this position is to ~~lead-direct the BCA's~~ Festival and Event ~~Department~~Division, ~~by supervising, managing, , coordinating and programing internal and external~~BCA and other special events and Festivals~~including leading the artistic programming for BCA events and Festivals and supervising and managing the production and operations of city-wide events.~~ ~~Through programming and event operations,~~†The BCA Festival and Events Division~~his position will produce-s events that support local performing artists, create a positive impact to Burlington's downtown district, and broaden BCA's commitment to equity and inclusion in the arts. This position provides supervision and oversight of staffing for festivals and events. This position performs professional work in the development, administration and evaluation of a wide range of internal and partner special events. of events as well as on-the ground training and operational supervision of events.~~

~~The Festival and Event director will supervise the community use of city-owned spaces, and coordinate on long-term planning for events in the City of Burlington.~~

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.)~~

~~• Plan, coordinate and manage special events, festivals, concerts and related activities, including but not limited to over 100 events in City Hall Park, multiple city-wide festivals and outdoor markets.~~

~~Direct all festival aspects including marketing, design, sponsorship, sub-contractor partners, vendors, additional staff, programming, budgeting, production management and operations. Lead/Direct BCA's Festival and Event department/Division in all aspects of an events and festivals production, including programming, budgeting, staffing and operations.~~

- ~~• Produce two annual BCA Festivals, over 100 events in City Hall Park, outdoor markets and other events as required~~

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- Propose annual division budget and manage finances of the division, including approval of expenditures, negotiating contracts with vendors and seeking appropriate approvals, and seeking and securing revenue opportunities
 - Direct a staff of 1 RFT and recruit and train 20 annual seasonal event coordinators and interns on professional event operations, audio, video and lighting.
 - Develop artistic content and hire artists for all BCA events and festivals and other city events as needed that support a diverse range of performing artists and supports the city's community and economic development efforts
-
- Develop programming that creates sponsor interest and maintain sponsor relationships. Participate in sponsorship meetings and present programming concepts and sponsor opportunities.
 - Collaborate with BCA departments, including the Communications, Development and Administration departments/divisions to develop promotional and sponsorship collateral.
 - Conceive, pProgram and evaluatesuccessful events, festivals and series' that support a diverse range of performing artists, support Burlington's downtown recovery, meet community expectations and work towards BCA's equity and diversity goals with accessibility to all.
 - Develop programming that creates sponsor interest and maintain sponsor relationships. Participate in sponsorship meetings and present programming concepts and sponsor opportunities. Evaluate the effectiveness of BCA Festivals and Events against benchmarks and departmental priorities and adjust delivery of programs in response to results as necessary.
Direct and Support operational production of BCA and City-wide initiatives
 - Provide technical direction, production support and staff training for all events, festivals and markets in the City in collaboration with host departments, including but not limited to electrical feeds, sound amplification, video and lighting requirements, patron and staff safety and security, hospitality and appropriate permitting.
 - Follow daily weather patterns, forecasts and radar on outdoor event days and make weather decisions for safety as appropriate.
- Supervise the use of BCA and City spaces and maintain BCA and City assets
- Supervise the community use of City Spaces including Contois Auditorium, City Hall Park and the BCA Center, and coordinate on long-term planning for events in the City of

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Burlington in collaboration with BCA and other City Departments. As needed, coordinate with the Clerk and Treasurers office, Parks and Recreation and private security firms.

- Maintain Contois Auditorium's technical equipment, including support of City meetings and City Council meetings. Manage technical system upgrades and oversee installation and training. Coordinate with outside streaming services, such as Community Access TV.
- ~~• Supervise the eContracting, compliance and payment and processing payment for all artists and vendors for festivals and events.~~
- ~~• , including performers, production companies, security services, catering and other staff and vendors.~~
- ~~• Supervise the community use of the BCA Center, BCA Studios, City Hall Park event spaces and City Hall's and Contois Auditorium. As needed, coordinate with the Clerk and Treasurers office, Parks and Recreation and private security firms. Schedule automatic door locks, and coordinate the use of Contois Auditorium with the Clerk-Treasurer's Office and other city departments.~~
- ~~• Develop and pPropose sustainable annual budgets, maintain financial records, including revenues and fees generated by events, event operational costs, budget projections and analysis. Approve all expenses. Coordinate box offices and ticket sales when applicable.~~
- ~~• Train a team of temporary staff and interns in professional event operations, audio, video and lighting work. Supervise all hiring and training.~~
- ~~• Lead the collection and analysis of data from events, in terms of diversity and inclusion, performance genre, local and non-local artists, attendance, patron feedback, social media feedback and artist fee equity.~~
- ~~• Participate in BCA strategic and equity planning and work with other senior staff on BCA organizational goals.~~
- Maintain and develop BCA's event equipment inventory, including professional audio, lighting, projection and electrical systems, as well as tents, tables, chairs, tools and other event equipment. Keep up to date inventories and plan upgrades and maintenance.
- Supervise BCA's storage space at 339 Pine Street and other locations.
- Support the management, safety, maintenance and operations of the BCA Center, in coordination with the Assistant Director, other BCA Center staff and City staff. Work with Central Facilities, the Fire Marshall's office and maintenance teams.

- ~~• Supervise BCA's storage space at 339 Pine Street and other locations.~~

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- ~~Support the management, and safety, of maintenance and operations of the BCA Center, in coordination with the Assistant Director, other BCA Center staff and City staff. Work with Central Facilities, the Fire Marshall's office and maintenance teams.~~
- ~~Directly Negotiate and monitor contracts for service providers. Work with city staff, BCA staff, and vendors to set up and maintain event facilities for all events.~~
- ~~Supervise an Assistant Event Manager and coordinate with applicable Parks, Recreation and Waterfront Department staff, other city staff.~~
- Supervise the programming of the City Hall Park splash pad and Moran Frame lighting systems. Coordinate event infrastructure on within new City designed projects for public spaces, including Moran Frame's next phases and the Great Streets initiative.
- Supervise the communication with rental clients, the booking of space and develop agreements for use including fees charged, subsidized use, and BCA promotion.
- ~~Negotiate and monitor contracts for service providers. Work with city staff, BCA staff, and vendors to set up and maintain event facilities for all events.~~
- ~~Hire and supervise a staff of temporary event coordinators and seasonal interns.~~
- ~~Hire, train and supervise additional festival specific contractor staff.~~
- Supervise after-hours facility access. Be on-call as needed during events.

Other duties

- ~~Follow daily weather patterns, forecasts and radar on outdoor event days and make weather decisions for safety as appropriate. Participate in BCA strategic and equity planning and work with other senior staff on organizational goals.~~
- Develop, ~~and~~ enhance and maintain a working relationships with outside organizations, non-profits, ~~and~~ businesses and artists inside and outside of Burlington.
- ~~Maintain event equipment and make recommendations for new equipment and upgrades.~~
- Install/facilitate audio, visual and other equipment for meetings and performance events. Seek professional development opportunities for BCA event staff, including safety and emergency preparedness training, as well as production training.
- Prepare and submit reports to Assistant Director and Director.
-

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree and ~~two~~ (2) four (4) years of experience in festival and special event planning and management or related fields. Experience in not for profit or municipal event planning preferred. Additional experience may be substituted for a degree requirement on a two-for-one per year basis.

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City of Burlington Job Description

Position Title: Assistant Director

Department: Burlington City Arts

Reports to: Director of City Arts

Pay Grade: -

Job Code: 1052

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose:

This position is responsible for administrative oversight, management of daily operations and planning for Burlington City Arts.

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.)

- Responsible for ensuring effective departmental operating systems are in place for conducting daily business, including maintaining comprehensive constituent profiles for fundraising purposes, connecting constituents to transactional BCA programs and services, and reconciling revenues with the C/T office
- Collaborates with the Executive Director to develop staff meeting and retreat agendas, define and maintain office structure and implement office rules and policies
- Supports the Executive Director in preparing communications for City leadership information and approval, including the Mayor, Board of Finance and City Council
- Responsible for developing and managing annual department budget and establishing annual revenue goals in partnership with BCA Development Director and senior leadership team
- Tracks and reports on organization’s annual financial position and revenue and expense projections regularly to Executive Director, C/T office, and BCA Board of Advisors
- Approves spending for the department and implements budget amendments for staff as needed to achieve programmatic goals within budget constraints
- Responsible for research, writing, and securing grant funds and related reporting in collaboration with BCA Development Director
- Responsible for ensuring BCA grant portals and profiles are up to date, maintaining knowledge of grant opportunities and managing relationships with grant funders
- Approves leave and timesheets for senior leadership team and other staff as needed

- Acts for the Executive Director in his /her absence
- Supports the Executive Director in developing organization wide vision, strategic direction, and processes for updating goals and responding to evolving environment
- Develops and implements action plans in collaboration with Senior leadership team to meet organization goals
- Leads policy development and refinement in partnership with senior leadership team
- Leads evaluation and survey design for data collection on departmental impact in collaboration with Communications and Development teams
- Tracks and analyzes impact data points against strategic goals and formulates priorities to guide resource allocation and development in relationship to long and short term strategic goals
- Oversees the development of individual performance standards for direct reports, including Event Director, Exhibition Director, Public Art Manager, Administrative Assistant and respective teams, and monitors progress against performance targets
- Leads collaborations with other city departments as needed and directs BCA resources in the planning and execution of city-wide initiatives
- Manages the finances, business and programs of the BCA Foundation per MOU between the City and the BCA Foundation, including proposing an annual budget for the BCA Foundation, periodic reporting against budget and financial position to the board of directors, writing and reporting for federal, state, municipal and private grant sources, accounts payable, oversight of contract services, and executing grant agreements related to BCA Foundation's Artist grants and awards.
- Oversees hiring and departmental orientation of new staff in partnership with Senior leadership team
- Produces, writes, edits and approves text for BCA programs and publications
- Manages and cultivates donor and community relationships, makes solicitations as assigned, and represents BCA in civic and public settings
- Manages and oversees Burlington City Arts programs and services as required

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree in public administration, non-profit management, business or related field and 5 years of executive or administrative experience in a non-profit or municipal setting required, or 10 years of executive or administrative experience in a non-profit or municipal setting may be substituted.
- Ability to operate in a Windows based environment with knowledge of word processing and spreadsheet software required.
- Two years of demonstrated supervisory experience required.
- Demonstrated knowledge of budget preparation and accounting methods required.
- Grant management experience required, including familiarity with Federal and State requirements

- Fundraising experience preferred.
- Extensive knowledge of the arts and cultural activities preferred.
- Experience in strategic planning and project management preferred.
- Three years of experience performing reporting, evaluating, and/or monitoring functions within a non-profit and/or municipal organization required
- Strong communication skills, both oral and written with a demonstrated ability in public speaking required.
- Ability to analyze data and develop appropriate associated narratives required.
- Ability to work effectively with a wide variety of constituents, including artists, clients, general public and vendors.
- Ability to work as a member of a team.
- Ability to work evenings, weekends and holidays as required.
- Ability to obtain and maintain a valid Vermont driver's license required.
- Ability to multi-task and work in a fast paced, pressurized environment.
- Strong interpersonal skills required.
- Ability to professionally represent Burlington City Arts and the City of Burlington.
- 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.

ADDITIONAL INFORMATION:

- Promoting a culture that reveres diversity and equity
- The City of Burlington is proud to be an equal opportunity employer, and we are strongly committed to creating a dynamic and equitable work-force that mirrors the population and world that we serve. We do not discriminate on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, crime victim status, veteran status, disability, HIV positive status, or genetic information in employment or the provision of services.

Physical & Mental/Reasoning Requirements; Work Environment:

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

☒ seeing	☐ ability to move distances	☐ lifting (specify)
☒ color perception (red, green, amber)	☐ within and between warehouses/offices	☐ pounds ☐ carrying (specify)
☒ hearing/listening	☐ climbing	☐ pounds
☒ clear speech	☐ ability to mount and dismount forklift/truck	☐ driving (local/over the road)
☒ touching	☐ pushing/pulling	
☒ dexterity		
☒ hand		
☒ finger		
☐ reading - basic	☐ math skills - basic	☒ analysis/comprehension
☒ reading - complex	☒ math skills - complex	☒ judgment/decision

☐ writing - basic	☒ clerical	making
☒ writing - complex		
☐ shift work	☐ outside	☐ pressurized equipment
☒ works alone	☐ extreme heat	☐ moving objects
☒ works with others	☐ extreme cold	☐ high places
☒ verbal contact w/others	☐ noise	☐ fumes/odors
☒ face-to-face contact	☐ mechanical equipment	☐ hazardous materials
☒ inside	☐ electrical equipment	☐ dirt/dust

Supervision:

Directly Supervises: 4

Indirectly Supervises: 4

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 January 2005; Finance Board approval 2/7/05

Revised April 2008

Revised July 2023

City of Burlington Job Description

Position Title: Assistant Director

Department: Burlington City Arts

Reports to: Director of City Arts

Pay Grade: ~~19~~₂

Job Code: 1052

Exempt/Non-Exempt: Exempt

Union: Non-Union

General Purpose:

This position is responsible for administrative oversight, ~~and~~ management of daily operations and planning for Burlington City Arts.

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.)

- ~~Responsible for development activities of Burlington City Arts, including writing and researching grants~~Responsible for ensuring effective departmental operating systems are in place for conducting daily business, including maintaining comprehensive constituent profiles for fundraising purposes, connecting constituents to transactional BCA programs and services, and reconciling revenues with the C/T office
- Collaborates with the Executive Director to develop staff meeting and retreat agendas, define and maintain office structure and implement office rules and policies
- Supports the Executive Director in preparing communications for City leadership information and approval, including the Mayor, Board of Finance and City Council
- ~~, making direct solicitations and managing development solicitations for Executive Director~~
- Responsible for developing and managing annual department budget and establishing annual revenue goals in partnership with BCA Development Director and senior leadership team
- Tracks and reports on organization’s annual financial position and revenue and expense projections regularly to Executive Director, C/T office, and BCA Board of Advisors
- Approves spending for the department and implements budget amendments for staff as needed to achieve programmatic goals within budget constraints
- Responsible for research, writing, and securing grant funds and related reporting in collaboration with BCA Development Director
- Responsible for ensuring BCA grant portals and profiles are up to date, maintaining knowledge of grant opportunities and managing relationships with grant funders

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- Approves leave and timesheets for senior leadership team and other staff as needed
- Responsible for design and management of development plan in conjunction with Executive Director and Development Director.
- Acts for the Executive Director in his /her absence and in this role report to the board on all matters of strategic and operational development of organization.
- Supports the Executive Director to in developing organization wide develop vision, strategic direction, and processes for updating goals and responding to evolving environment
- Develops and implements action plans in collaboration with Senior leadership team to meet organization goals
- Leads policy development and refinement in partnership with senior leadership team
- Leads evaluation and survey design for data collection on departmental impact in collaboration with Communications and Development teams
- and operational management for Burlington City Arts. Tracks and analyzes impact data points against strategic goals and formulates priorities to guide resource allocation and development in relationship to long and short term strategic goals
- Oversees the development of individual performance standards for Recommends annual budget to Executive Director, tracks and reports on budget items monthly to Executive Director and bi-monthly to Board of Directors
- Directly manages development, administrative and exhibitions staff. Takes day to day responsibility for management of all staff and operations, including physical plant and personnel needs.
- Works with direct reports, including Event Director, Exhibition Director, Public Art Manager, Administrative Assistant and respective teams, and monitors progress against performance targets
- employees to develop challenging and agreed performance standards and report on progress against performance targets and strategic plan. Leads collaborations with other city departments as needed and directs BCA resources in the planning and execution of city-wide initiatives
- Manages the finances, business and programs of the BCA Foundation per MOU between the City and the BCA Foundation, including proposing an annual budget for the BCA Foundation, periodic reporting against budget and financial position to the board of directors, writing and reporting for federal, state, municipal and private grant sources, accounts payable, oversight of contract services, and executing grant agreements related to BCA Foundation's Artist grants and awards.
- Provide administrative oversight, including the Oversees hiring, education and departmental orientation of new staff in partnership with Senior leadership team; management of daily operations, etc., design and implementation, new initiatives, research, feasibility and coordinating staff participation, etc.
- Manage and oversee Burlington City Arts programs and services.
- Coordinate Art in Public places program, including but not limited to, organizing panel of community members for each project, act as liaison with businesses, artists, and professional services, writing RFP's, oversees final contracts with artists, etc.

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- Produces, writes, ~~and edits and approves~~ text ~~as it relates to for~~ -BCA programs and publications
- Manages and cultivates ~~civic donor and community~~ relationships ~~/functions~~, makes solicitations as assigned, and represents BCA in civic and public settings
- Manages and oversees Burlington City Arts programs and services as required

Non-Essential Job Functions:

- Performs other duties as required.

Qualifications/Basic Job Requirements:

- Bachelor's degree in public administration, non-profit management, business or related field and ~~and 3-5 years of progressively responsible executive or~~ administrative experience in a non-profit or municipal setting required, or 10 years of executive or administrative experience in a non-profit or municipal setting may be substituted.
- Ability to operate in a Windows based environment with knowledge of word processing and spreadsheet software required.
- ~~At least one year of~~ Two years of demonstrated supervisory experience required.
- Demonstrated knowledge of budget preparation and accounting methods required.
- Grant management experience required, including familiarity with Federal and State requirements
- Development Fundraising experience preferred.
- Extensive knowledge of the arts and cultural activities ~~desired, preferred, preferably in the greater Burlington area.~~
- ~~Grant writing experience preferred.~~ Experience in strategic planning and project management preferred.
- Three years of experience performing reporting, evaluating, and/or monitoring functions within a non-profit and/or municipal organization required
- Strong communication skills, both oral and written with a demonstrated ability in public speaking required.
- Ability to analyze data and develop appropriate associated narratives required.
- Ability to work effectively with a wide variety of constituents, including artists, clients, general public and vendors.
- Ability to work as a member of a team.
- Ability to work evenings, weekends and holidays as required.
- Ability to obtain and maintain a valid Vermont driver's license required.
- Ability to multi-task and work in a fast paced, pressurized environment.
- Strong interpersonal skills required.
- Ability to professionally represent Burlington City Arts and the City of Burlington.
- 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.

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ADDITIONAL INFORMATION:

- Promoting a culture that reveres diversity and equity
- The City of Burlington is proud to be an equal opportunity employer, and we are strongly committed to creating a dynamic and equitable work-force that mirrors the population and world that we serve. We do not discriminate on the basis of political or religious affiliation, race, color, national origin, place of birth, ancestry, age, sex, sexual orientation, gender identity, marital status, crime victim status, veteran status, disability, HIV positive status, or genetic information in employment or the provision of services.

-
- ~~Ability to work effectively with a wide variety of clients, public and vendors.~~
- ~~Ability to work as a member of a team.~~
- ~~Ability to work evenings, weekends and holidays as required.~~
- ~~Ability to obtain and maintain a valid Vermont driver's license required.~~
- ~~Ability to multi-task and work in a fast paced, pressurized environment.~~
- ~~Strong interpersonal skills required.~~
- ~~Strong communication skills, both verbal and written, required.~~
- ~~Ability to professionally represent City Arts and the City of Burlington.~~

Physical & Mental/Reasoning Requirements; Work Environment:

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

- | | | |
|---|---|--|
| ☒ seeing | ☐ ability to move distances | ☐ lifting (specify) |
| ☒ color perception | ☐ within and between | ☐ pounds |
| ☐ (red, green, amber) | ☐ warehouses/offices | ☐ carrying (specify) |
| ☒ hearing/listening | ☐ climbing | ☐ pounds |
| ☒ clear speech | ☐ ability to mount and | ☐ driving (local/over |
| ☒ touching | ☐ dismount forklift/truck | ☐ the road) |
| ☒ dexterity | ☐ pushing/pulling | |
| ☒ hand | | |
| ☒ finger | | |
| ☐ reading - basic | ☐ math skills - basic | ☒ analysis/comprehension |
| ☒ reading - complex | ☒ math skills - complex | ☒ judgment/decision |
| ☐ writing - basic | ☒ clerical | ☐ making |
| ☒ writing - complex | | |
| ☐ shift work | ☐ outside | ☐ pressurized equipment |
| ☒ works alone | ☐ extreme heat | ☐ moving objects |
| ☒ works with others | ☐ extreme cold | ☐ high places |
| ☒ verbal contact w/others | ☐ noise | ☐ fumes/odors |
| ☒ face-to-face contact | ☐ mechanical equipment | ☐ hazardous materials |
| ☒ inside | ☐ electrical equipment | ☐ dirt/dust |

Supervision:

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Assistant Director - BCA

Page 5 of 5

Directly Supervises: 4 Indirectly Supervises: 4

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 January 2005; Finance Board approval 2/7/05

Revised April 2008

Revised July 2023

Board of Finance and City Council Submission Checklist

Department: Burlington City Arts

Submitter: Doreen Kraft

Approval of the reclassification of two BCA positions

	Approval:	Meeting Date:
	Board of Finance	
	City Council	
☒	Concurrent	12/18/2023

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	12/11/2023	Doreen Kraft
Mayor's Office informed and approved memo	Yes	12/11/2023	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		
City Attorney's Office has approved memo and motion(s) or resolution(s) -Identify attorney in note	Yes	12/12/2023	Hayley McClenahan
CAO has reviewed budget, financing, and memo	Yes	12/12/2023	Katherine Schad
Human Resources, if personnel action -Identify HR Manager in note	Yes	12/12/2023	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	Yes	Job Descriptions
Draft Resolution or Motion?	Choose an item.	Click or tap here to enter text.
If for submission to Council, are sponsors identified?	Choose an item.	Click or tap here to enter text.



FY25 General Fund Budget Update

Board of Finance – December 18, 2023



Context

- Last update reminded BOF that FY24 budget used **\$4.5M of one-time money** - replacing these funds in the FY25 budget with property tax revenue alone would **increase taxes by more than 8 cents**.
- Given projected increased expenses and revenues for FY25, **hole was estimated at \$7M out of a \$101M FY24 budget but this was a ballpark**.



Details on One-Time Money in FY24

- \$4.5M of one-time money used in FY24:
 - Public Safety - \$2.25M
 - Service Expansion - \$1.3M
 - \$800K for REIB and \$500K for COVID-related services
 - Fleet - \$1M
- **Bottom line: \$4M of this \$4.5M one-time revenue should be replaced in the FY25 budget to ensure essential services can continue and fleet payments can be made.**



Additional FY25 Personnel Costs

FY25 estimate based on FY24 level staffing (including increased attrition levels) plus contract-required COLAs and roughly projected increases for benefits (which will change again in April).

Budget Year	GF Salaries & Benefits	\$ Change	% Change
FY23 Actual	\$56.2M		
FY24 Budget	\$61.6M	\$5.4M	9.6%
FY25 Initial Budget Estimate	\$65.0M	\$3.4M	5.5%





Additional FY25 Safety Requests

Total of \$1.6M, broken down as follows:

Fire Department - \$325K Total

- Reduce attrition to realistic levels \$125K
- EMS training and supplies \$65K
- Fire training, turnout gear, and supplies for fire marshal \$63K
- New mental health services \$50K
- Station maintenance \$22K

Police Department - \$1.3M Total

- Plan for increasing staffing per rebuilding plan \$900K
- Restore overtime across all divisions to realistic levels \$250K
- Operational expenses including training, specialty equipment, uniforms \$150K



Current State of the FY25 GF Budget – i.e. The Hole

Amount	Category
\$4.0M	Replace use of one-time money in FY24 budget
\$3.4M	Tentative increase in GF salaries & benefits for FY25
\$1.6M	Tentative increase in public safety costs for FY25
\$9.0M	TOTAL

Note that these numbers are based on the best information available at this time and will change after consultation with Department Heads and as new information regarding benefit costs becomes available.



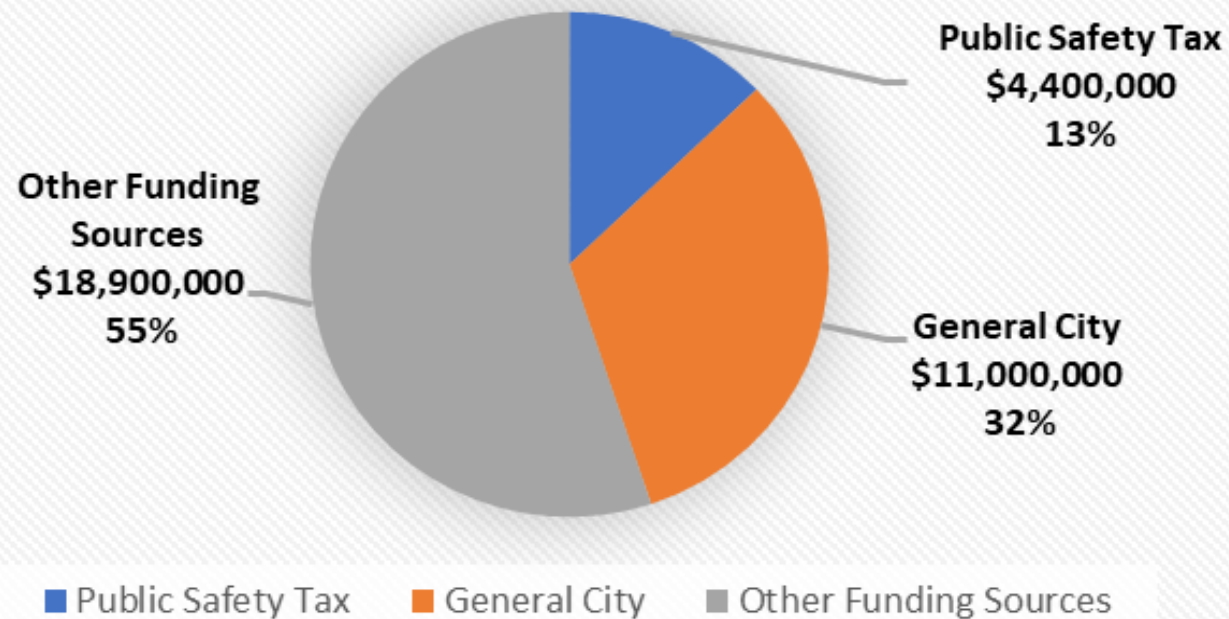
Proposed Revenue to Fill the Hole

Row	Amount	Category
A	\$0.3M	Increase in property tax revenue via grand list growth
B	\$0.6M	Increase in GR, LOT and FF based on historical performance
C	\$1.3M	Increase user fees approximately 10% after analysis
D	(\$2.0M)	Decrease about 2% GF expenses after operational analysis
E	\$2.8M	Increase of \$.05 to public safety tax
F	\$1.0M	Potential increase to taxes
G	\$1.0M	Still to Find
	\$9.0M	TOTAL



Public Safety Budget vs. Current Tax

FY24 Public Safety Budget (BFD & BPD) Funding Sources





Questions and Discussion